



Amendment No. 5
to
Agreement No. 9100 NG150000027
for
Social Services
between
FOUNDATION COMMUNITIES, INC.
and the
CITY OF AUSTIN
(PATHS)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***One Hundred Fifty Five Thousand Six Hundred Eight dollars (\$155,608)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 420,000
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 25,200	\$ 445,200
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 6,826	\$ 452,026
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 3,795	\$ 455,821
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 155,608	\$ 611,429
Amendment No. 5: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 155,608	\$ 767,037

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 5/9/2019]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/9/2019]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$155,608 (***One Hundred Fifty Five Thousand Six Hundred Eight dollars***).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____



FOUNDATION COMMUNITIES, INC.
Walter Moreau, Executive Director
3036 South First Street
Austin, TX 78704

Date: 8/7/19

CITY OF AUSTIN

Signature: _____



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 09/04/19

Program Performance Measures*Contract Start*
9/1/2015*Contract End*
9/30/2020*Period Performance Start*
10/1/2019*Period Performance End*
9/30/2020**Outputs**

<i>OP #</i>	<i>Output Measure Description</i>	<i>Period Goal</i>		
		<i>City</i>	<i>Other</i>	<i>Total</i>
1	Total Number of Unduplicated Clients Served	56	389	445

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2020**Period Performance Start**
10/1/2019**Period Performance End**
9/30/2020**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of youth served who progress to the next academic level	400
1 Den	Total number of youth who received services	445
1 Rate	Percent of youth who progress to the next academic level	89.89
2 Num	Number of individuals who complete an educational program that improves their knowledge	378
2 Den	Number of individuals participating in the educational program	445
2 Rate	Percent of individuals who complete an educational program and demonstrate improved knowledge	84.94

Program Budget and Narrative

Program Start 10/1/2019
 Program End 9/30/2020

	<i>City Share</i>	<i>Other</i>	<i>Total</i>
<i>Salary plus Benefits</i>	\$122,208.00	\$866,480.00	\$988,688.00
<i>General Operations Expenses</i>	\$33,400.00	\$203,036.00	\$236,436.00
<i>Program Subgrantees</i>	\$0.00	\$0.00	\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00
<i>Operations SubTotal</i>	\$33,400.00	\$203,036.00	\$236,436.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00
<i>Other Assistance</i>	Please Specify	Please Specify	Please Specify
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00
Total	\$155,608.00	\$1,069,516.00	\$1,225,124.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, benefits and employment taxes for staff working on the program

General Op Expenses

Office supplies, program supplies, curriculum, facility costs, internet, utilities, telecommunications, nutritional snacks for children, security, janitorial services and costs.

Program Subgrantees**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



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- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 5/9/2019]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/9/2019]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$155,608 (***One Hundred Fifty Five Thousand Six Hundred Eight dollars***).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

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Signature: _____



FOUNDATION COMMUNITIES, INC.
Walter Moreau, Executive Director
3036 South First Street
Austin, TX 78704

Date: 8/7/19

CITY OF AUSTIN

Signature: _____



City of Austin
Purchasing Office
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Date: 09/04/19

Program Performance Measures*Contract Start*
9/1/2015*Contract End*
9/30/2020*Period Performance Start*
10/1/2019*Period Performance End*
9/30/2020**Outputs**

<i>OP #</i>	<i>Output Measure Description</i>	<i>Period Goal</i>		
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9/1/2015**Contract End**
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Program Budget and Narrative

Program Start 10/1/2019
Program End 9/30/2020

	<i>City Share</i>	<i>Other</i>	<i>Total</i>
<i>Salary plus Benefits</i>	\$122,208.00	\$866,480.00	\$988,688.00
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Total	\$155,608.00	\$1,069,516.00	\$1,225,124.00

Detailed Budget Narrative**Salaries plus Benefits**

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General Op Expenses

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Program Subgrantees**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 4
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for
Social Services
between
FOUNDATION COMMUNITIES, INC.
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CITY OF AUSTIN
(PATHS)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Hundred Fifty Five Thousand Six Hundred Eight dollars (\$155,608)**. The total Agreement amount is recapped below:

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Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 420,000
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Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 6,826	\$ 452,026
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 3,795	\$ 455,821
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 155,608	\$ 611,429

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 5/29/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/29/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$155,608 (*One Hundred Fifty Five Thousand Six Hundred Eight dollars*).

- 5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.


7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:


FOUNDATION COMMUNITIES, INC.
Walter Moreau, Executive Director
3036 South First Street
Austin, TX 78704

Date: 7/17/18

CITY OF AUSTIN

Signature:


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 09/12/18

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2019**Period Performance Start**
10/1/2018**Period Performance End**
9/30/2019**Outputs**

OP #	Output Measure Description	Period Goal		
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Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

	<i>City Share</i>	<i>Other</i>	<i>Total</i>
<i>Salary plus Benefits</i>	\$122,208.00	\$866,480.00	\$988,688.00
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<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00
Total	\$155,608.00	\$1,069,516.00	\$1,225,124.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, benefits and employment taxes for staff working on the program.

General Op Expenses

Office supplies, program supplies, curriculum, facility costs, internet, utilities, telecommunications, nutritional snacks for children, security, janitorial services and costs.

Program Subgrantees**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 3
to
Agreement No. NG150000027
for
Social Services
between
FOUNDATION COMMUNITIES, INC.
and the
CITY OF AUSTIN
(PATHS)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Three Thousand Seven Hundred Ninety Five dollars (\$3,795)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 420,000
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 25,200	\$ 445,200
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 6,826	\$ 452,026
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 3,795	\$ 455,821

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 9/11/2017]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 11/17/2017]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 11/17/2017]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$455,821 (Four Hundred Fifty Five Thousand Eight Hundred Twenty One dollars)**, and **\$155,608 (One Hundred Fifty Five Thousand Six Hundred Eight dollars)** per 12 month

extension option, for a total Agreement amount of \$922,645. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$155,608 (*One Hundred Fifty Five Thousand Six Hundred Eight dollars*).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



FOUNDATION COMMUNITIES, INC.
Waller Moreau, Executive Director
3036 South First Street
Austin, TX 78704

Date: 1/10/2018

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 02/15/18

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

The PATHS (Planning Ahead Towards Health and School Success) afterschool and summer youth program addresses the critical need for safe, affordable programs within the community. In particular, PATHS addresses two specific concerns for low-income residents: low academic performance and childhood obesity. For three hours after school, and five to six hours per day during the summer, the PATHS program provides reading support, academic assistance, and health and physical fitness education as well as healthy snacks, computer time, unstructured outdoor play, arts and enrichment activities, and homework help. PATHS uses established curricula to measure students' progress for both academic and fitness areas. The fitness component of the PATHS program is based on the research-based CATCH Fitness Curriculum (Coordinated Approach to Child Health). Students participate in monthly personal fitness assessments, which teach students how to monitor their fitness progress over time and empower them to improve their fitness levels.

Program Clients Served

The target population for afterschool and summer programs are children enrolled in Kindergarten through 5th grade who live at Foundation Communities' (FC) housing communities. The majority of the communities feed into Title 1 schools. FC currently has 12 on-site learning centers, with the 13th opening by early 2018. Of these, nine are in Austin. The Austin based afterschool programs serve over 600 youth annually. Enrollment will be held for students at the beginning of each school year and summer session. Any new youth participants that move on to the property during the school year or summer will be given an opportunity to enroll.

Sites funded by this contract are:

- Sierra Ridge, 201 St Elmo Rd. Austin, TX 78745
- Sierra Vista, 4320 S Congress Ave. Austin, TX 78745
- Vintage Creek, 7224 Northeast Drive Austin TX 78723
- M Station 2906 E Martin Luther King Austin TX 78702
- Homestead Oaks, 3226 West Slaughter Lane, Austin, TX 78748
- Trails at the Park, 815 West Slaughter Lane, Austin, TX 78748
- Daffodil, 6009 Daffodil Drive, Austin, TX 78744
- Southwest Trails, 8405 Old Bee Cave Road, Austin, Texas 78735
- Lakeline Station, 13635 Rutledge Spur, Austin Texas 78717
- Cardinal Point, 11015 Four Points Drive, Austin Texas 78726 (opening in 2018)

Client Eligibility

Priority for participation is given to client youth of Foundation Communities properties. Other client youth from the community are allowed to enroll if space allows. Staff will ensure that participants are eligible by verifying residency at Foundation Communities' housing through the properties One Site report. The One Site report can be generated for all FC properties to show the names of residents who reside at the properties. The specific eligibility criteria varies at each FC property, but to qualify for FC housing, residents make at most 80% of area median income; however, the majority of FC residents earn 50% or less of area median income.

If a student is not an FC resident, the parent or guardian of the student self-certifies that the child enrolling in the program, attends a Title 1 School. Additionally the learning center staff has a TEA (Texas Education Agency) listing of all Title 1 schools and verifies that the school is on the listing. If a participant lives outside of Foundation Communities' housing, and does not attend a Title 1 school, staff will collect proper income and residency documentation at the time of enrollment. The TEA listing also verifies if the school is not Title 1. Both of these are listed on the form, completed by the parent and verified by staff.

Program Services And Delivery

PATHS directly addresses these two problems faced by children from low-income families – low reading achievement and childhood obesity/inactivity/poor nutrition.

During the school year, the program runs 5 days a week from 3-6 pm. Afterschool programs follow the Austin ISD school calendar for closures and holidays. No programming is offered on school holidays or closures. The summer program runs 7 weeks/5 days a week from 10 am – 3pm and is free of charge. The summer schedule runs tentatively from mid-June through the beginning of August during the summer.

Each location is staffed with a full-time Program Coordinator, along with qualified part-time Program Assistants to maintain a ratio of at least 1 paid staff person for every 10 students.

School Year Curriculum

Created 4/7/2015 9:43:00 AM

Last Modified, If Applicable 9/11/2017 1:08:00 PM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

The program includes homework help, fitness, reading enhancement activities, enrichment and nutrition education. Small group homework help and tutoring sessions help students with homework completion and test preparation. Bilingual staff is available at each learning center.

PATHS meets the physical needs of the children by providing fitness activities, sports and exercise. This teaches students how to monitor their fitness progress over time and empowers them to improve their fitness level. Nutrition and health education curriculum is also incorporated to educate children on healthy guidelines and food choices, and nutritious snacks including fresh fruit and vegetables are provided.

Summer Curriculum

Throughout the summer months the program continues to maintain a strong focus on consistent and deliberate times for reading so that students maintain or improve their reading levels over the summer months, preventing "summer slide." Outings to the local library allow students to participate in the city's reading awards club, where children to set their own reading goals and earn rewards when they have achieved the goal. Teachers help staff prepare summer reading lists for students that are interesting and relevant.

Throughout the summer the students work on academic skills: math, science, literacy, social studies and writing. These activities provide a review of the previous year's skills based and include an introduction to skills that will be taught in the coming year. Feedback from parents and teachers and tracking students' scores on the STAAR test allows FC to focus on skills that kids struggle with. Students have more time during the summer for explorative and experiential activities, like theatre arts, fine arts, music and dance, technology clubs, and science experimentation. Students take educational field trips in and around Austin to museums, nature centers, local zoos and parks and institutes of higher learning. Guest speakers are brought in to give students exposure to a variety of careers and vocations.

Program Standards and Quality Standards

•EC PATHS afterschool and summer programs are exempt from regulation by Texas

Department of Family and Protective Services- Child Care Licensing under Texas Administrative Code 745.129(1) because they meet the exemption criteria with regard to recreational purposes, ages served, maintenance of standards for care, non-acceptance of compensation or payment for services or goods provided as part of the program, nonprofit status, location at participants residence, disclosure to parents that the operation is not regulated by Child Care Licensing and does not offer child-care services, and DPS background checks conducted for program employees and volunteers. Exemption status from the State does not expire and there is no annual monitoring. Documentation from the State of the exemption or waiver from State Child Care Minimum Standards is maintained for each FC site that receives City funding.

•Minimum Standard Operating Procedures shall be maintained by Foundation Communities for its summer and afterschool programs. The Procedures shall be submitted to the City for review and approval by the City prior to any reimbursements being made under this contract. Changes or alterations to the Procedures after City approval shall be provided to the City for review and approval within 10 business days of the change.

•Foundation Communities shall work to align its program quality with the criteria of the Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City. A plan including specific goals and timelines shall be submitted to the City for review and approval by December 31, 2015.

System for Collecting and Reporting Program Data

To support program participation and other data collection, FC is utilizing the Efforts to Outcomes (ETO) system which is a database system allowing us to collect demographic, program attendance and report card grade information on all of enrolled participants. Additionally, FC utilizes the Child Study System (eCST) in partnership with Austin ISD working in order to collect information on students' progress in school including, grades, progress reports, attendance in school, behavioral referrals and standardized test scores.

Performance Evaluation

FC's evaluation strategy for its afterschool programming is based on a concise set of meaningful indicators and related instruments and data collection processes that allow FC to uniformly track program impacts, make adjustments to programming, and identify students and families in need of additional services. This includes collection of ongoing program participation data, quarterly analysis of report card and performance benchmark data on reading interventions, and annual analysis of pre-and post- participation survey data.

FC has also designed a plan to build closer partnerships with the individual schools attended by Foundation Communities children to develop data sharing agreements with the assistance of AISD's Office of Innovation and Development. This allows for collection of additional baseline data such as prior attendance and performance history for comparison with annual progress indicators. Additional data on school-identified student characteristics/status (special education, limited English

Created 4/7/2015 9:43:00 AM

Last Modified, If Applicable 9/11/2017 1:08:00 PM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

proficient, at-risk) could also be collected for disaggregated analysis of outcomes. In addition, collecting quality baseline data will support the ability to conduct longitudinal studies of targeted group of students in the future.

Quality Improvement

The Director of Education oversees the development and implementation of the PATHS afterschool and summer programs as well as the Early Childhood Education/Pre Literacy programs and Adult Education/ESL Program. The Director of Education also ensures that grant requirements are fulfilled, that reporting and participant data are maintained and assists in completing grant reports and meeting deadlines by regular communication with program staff as well as regular site visit. The Director also helps establish partnerships and works with local agencies to bring meaningful programming for youth and adults. The Director of Education supervises the full time Learning Center Coordinators at each site that directly oversee the day to day operations of the PATHS Program and supervise a team of part time youth program assistants. The Director of Education reports to the Deputy Executive Director who heads all of the departments of programs and services at FC. The Grants and Contracts Administrator is in charge of compiling this data and ensuring the programs are in compliance. Staff and administrators regularly monitor program delivery, expenditures and outcomes which assists staff in identifying problems early on. The Grants and Contracts Administrator works with the CFO and accounting department to ensure that billing and expenditure tracking is maintained.

Service Coordination with Other Agencies

FC Youth Programs often work with partner agencies and other youth development organizations. Many of these service agencies do not charge for services and are looking for youth to engage and teach. FC Youth Programs establish MOUs with community partners, such as City Square, We Viva, Life Works, as well as Creative Action and Inspiring Connections Outdoors (ICO).

FC coordinates youth program services with other providers to ensure that students and families are receiving needed support and educational services. Primarily, FC strives to offer programming and services at on-site learning centers to provide easy access for families and children. If resident families or youth come to us with a need that cannot be brought to FC centers, they are provided with resources and referrals within the Austin community.

Central Texas Food Bank: provides food and household items to families in need at learning centers. Families have access to staples and fresh food items on a monthly basis.

This school year, FC is beginning a new partnership with Austin ISD at St. Elmo Elementary to provide a Pre-K 3 program. The program will prepare young learners, many of whom are ELL (English Language Learners) for Pre K and Kindergarten. We Viva: provides free Zumba, yoga, fitness and nutrition classes for residents.

City Square: provides healthy snacks during the school year and summer meals.

Austin Serve: (St. Edward's University volunteers) student volunteers work with students in the St. Elmo community to provide tutoring and homework support for students in need of additional academic assistance.

FC's ESL Program: English as a Second Language instruction twice a week in the St. Elmo Neighborhood and Vintage Creek communities. Youth program staff refers parents of ELL Learners to these programs.

Literacy Coalition of Central Texas: volunteers and trainings for ESL instructors.

LifeWorks: workshops for students and referrals for FC families for many years to teach students about substance abuse prevention, dealing with peer pressure and bullying.

Creative Action: an arts-based, youth development organization provides fun, hands-on creative learning programs in the classroom, in after school settings and in the community.

Inspiring Connections Outdoors: volunteer leaders provide safe and fun wilderness trips for youth with limited access to the outdoors

Service Collaboration with Other Agencies

This Agreement is not a formal collaboration.

Community Planning Activities

A community needs assessment is completed annually which includes input from key school staff: the school principal, assistant principal, counselors, parent involvement specialists and teachers. The school staff provides information on academic and social needs of students. Parents and family members meet one on one or in small groups to share their children's academic and afterschool needs. Program staff use student data collected over the school year; report cards grades, attendance and behavior information as well as standardized test scores each year to assist in planning for program

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Program Work Statement

Contract Start Date 9/1/2015 ***Contract End Date*** 9/30/2018

content the following year. Family needs data will also be collected by the Project Director, Learning Center Coordinators, and Property Management staff. The community assessment also helps to determine what other out of school time programs exist in each community. FC can gather some of this information from YSM (Youth Services Mapping). FC can address the needs of families and gaps in the community by providing them with programming and services. Students have the opportunity to explore and take part in different learning experiences that their parents may not otherwise be able to afford. On a broader scale, FC afterschool and early childhood program staff will continue to take part in local efforts around programming such as United Way's Success By 6 Program, the Ready by 21 initiative, CTAN (Central Texas Afterschool Network), a local network of youth program providers and TX Post, Texas partnerships for out of school time, so that FC continues to be aware of new projects, activities, trends in programming, professional development opportunities and funding streams for youth in and around the Austin community.

Program Performance Measures

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

<i>Outputs</i>	<i>Period</i>			<i>Contract Term **</i>
	<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID Output Measure Description</i>				
1 Total Number of Unduplicated Clients Served	100	100	56	145

<i>Outcomes</i>	<i>Period</i>			<i>Contract Term **</i>
	<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID Outcome Measure Description</i>				
Number of youth served who progress to the next academic level	356	356	400	513
4B Total number of youth who received services	395	395	445	569
Percent of youth who progress to the next academic level	90.13	90.13	89.89	90.16
Number of individuals who complete an educational program that improves their knowledge	336	336	378	484
5A Number of individuals participating in the educational program	395	395	445	569
Percent of individuals who complete an educational program and demonstrate improved knowledge	85.06	85.06	84.94	85.06

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

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Program Budget and Narrative

	1	Period 2	3	Contract Start Contract End	9/1/2015 9/30/2018
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$115,000.00	\$118,413.00	\$122,208.00		\$355,621.00
<i>General Operations Expenses</i>	\$33,400.00	\$33,400.00	\$33,400.00		\$100,200.00
<i>Program Subgrantees</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$33,400.00	\$33,400.00	\$33,400.00		\$100,200.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$148,400.00	\$151,813.00	\$155,608.00		\$455,821.00
<i>Total Period Percentage</i>	32.56	33.31	34.14		

Detailed Budget Narrative**Salaries plus Benefits**

Salaries, benefits and employment taxes for staff working on the program

General Op Expenses

Office supplies, program supplies, curriculum, facility costs, internet, utilities, telecommunications, nutritional snacks for children, security, janitorial services and costs

Program Subgrantees**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Amendment No. 2
to
Contract No. NG150000027
for
Social Services
between
FOUNDATION COMMUNITIES, INC.
and the
CITY OF AUSTIN
(PATHS)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Six Thousand Eight Hundred Twenty Six dollars (\$6,826)***. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 420,000
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 25,200	\$ 445,200
Amendment No. 2: Add funds to Contract and modify Exhibits	\$ 6,826	\$ 452,026

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 12/30/2016]

Exhibit E – Business Associate Agreement is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$452,026 (Four Hundred Fifty Two Thousand and Twenty Six dollars)**, and \$151,813

(One Hundred Fifty One Thousand Eight Hundred Thirteen dollars) per 12 month extension option, for a total Agreement amount of \$907,465. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$151,813 (*One Hundred Fifty One Thousand Eight Hundred Thirteen dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$151,813 (*One Hundred Fifty One Thousand Eight Hundred Thirteen dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against

which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees

14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ctkodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 **HIPAA Standards**. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. §

160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

- 6.0 MBE/WBE goals were not established for this Contract.
- 7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

Signature:



FOUNDATION COMMUNITIES, INC.
Walter Moreau, Executive Director
3036 South First Street
Austin, TX 78704

Date: 02/24/2017

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 3/23/17

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start 9/1/2015 Contract End 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017	
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	<i>Total</i>
<i>Salary plus Benefits</i>	\$115,000.00	\$118,413.00	\$118,413.00	\$351,826.00
<i>General Operations Expenses</i>	\$33,400.00	\$33,400.00	\$33,400.00	\$100,200.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Operations SubTotal</i>	\$33,400.00	\$33,400.00	\$33,400.00	\$100,200.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Total</i>	\$148,400.00	\$151,813.00	\$151,813.00	\$452,026.00
<i>Total Period Percentage</i>	32.83	33.59	33.59	

Detailed Budget Narrative

Salaries plus Benefits	<i>Wages, payroll taxes, benefits and retirement for: Education Program Director, Education Program Assistant, Learning Center Coordinators, Youth Program Assistants</i>
General Op Expenses	<i>Office supplies, program supplies, curriculum, facility costs, internet, utilities, telecommunications, nutritional snacks for children, security, janitorial</i>
Program Subcontractors	
Staff Travel	
Conferences	
Food and Beverage	
Financial Assistance	
Other Assistance	
Capital Outlay	

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
 3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
 4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
 7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
 2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
 3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.
- F. Application of Security and Privacy Provisions to Business Associate.
1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



Amendment No. 1
to
Contract No. NG150000027
for
Social Services
between
FOUNDATION COMMUNITIES, INC.
and the
CITY OF AUSTIN
(PATHS)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Twenty Five Thousand Two Hundred dollars (\$25,200)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 420,000
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 25,200	\$ 445,200

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 3/17/2016]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 3/17/2016]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/17/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

Section 4.1 [Contract Amount]. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$445,200 (Four Hundred Forty Five Thousand Two Hundred dollars)**, and **\$148,400 (One Hundred Forty Eight Thousand Four Hundred dollars)** per twelve (12) month extension option, for a total Contract amount of \$890,400. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$148,400 (*One Hundred Forty Eight Thousand Four Hundred dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$148,400 (*One Hundred Forty Eight Thousand Four Hundred dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$148,400 (*One Hundred Forty Eight Thousand Four Hundred dollars*).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR

Signature: _____

FOUNDATION COMMUNITIES, INC.
Walter Moreau, Executive Director
3036 South First Street
Austin, TX 78704

Date: _____

4-8-2016

CITY OF AUSTIN

Signature: _____

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: _____

7/7/16

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

The PATHS (Planning Ahead Towards Health and School Success) afterschool and summer youth program addresses the critical need for safe, affordable programs within the community. In particular, PATHS addresses two specific concerns for our low-income residents: low academic performance and childhood obesity. For three hours after school, and five to six hours per day during the summer, the PATHS program provides reading support, academic assistance, and health and physical fitness education as well as healthy snacks, computer time, unstructured outdoor play, arts and enrichment activities, and homework help. PATHS uses established curricula to measure students' progress for both academic and fitness areas. The fitness component of the PATHS program is based on the research-based CATCH Fitness Curriculum (Coordinated Approach to Child Health). Students participate in monthly personal fitness assessments, which teach students how to monitor their fitness progress over time and empower them to improve their fitness levels.

Program Clients Served

The target population will be students who participate in afterschool and summer programs at Foundation Communities' (FC) on-site learning centers at FC affordable housing communities that serve Title 1 schools. FC currently has 11 on-site learning centers, 8 of which are in Austin. The Austin based afterschool programs serve over 600 youth annually.

Sites funded by this contract are:

- Sierra Ridge, 201 St Elmo Rd. Austin, TX 78745
- Sierra Vista, 4320 S Congress Ave. Austin, TX 78745
- Vintage Creek, 7224 Northeast Drive Austin TX 78723
- M Station 2906 E Martin Luther King Austin TX 78702
- Homestead Oaks, 3226 West Slaughter Lane, Austin, TX 78748
- Trails at the Park, 815 West Slaughter Lane, Austin, TX 78748
- Daffodil, 6009 Daffodil Drive, Austin, TX 78744
- Southwest Trails, 8405 Old Bee Cave Road, Austin, Texas 78735

Sierra Ridge and Sierra Vista Learning Centers serve St. Elmo Elementary, which is 95% Economically-Disadvantaged, 68% At-Risk and 58.8 % LEP. Vintage Creek Learning Center serves Andrews Elementary School, 97.6% Economically-Disadvantaged, 80.4% At-Risk and 65.7% LEP. M Station Learning Center serves Campbell Elementary School, 93.9% Economically-Disadvantaged, 45.5% At-Risk and 25.7% LEP.

At Sierra Ridge, Sierra Vista, M Station and Vintage Creek learning centers, the demographics of youth participants are: 60% Hispanic, 30% African-American, 7% Caucasian, 2% Middle Eastern and 1 % Asian. Many of the families who utilize our out-of-school-time programs are single mother-headed households with average annual incomes of \$25,000 to \$35,000.

Client Eligibility

Clients in our programs are youth primarily Kindergarten through 5th grade, teen programs include 6th through 12th. We do not verify criminal backgrounds of student participants. Priority for participation is given to client youth of Foundation Communities properties. Other client youth from the community are allowed to enroll if space allows. Staff will ensure that ~~participants are eligible clients by collecting proper income and residency documentation at the time of enrollment. Enrollment~~ is held for returning students at the beginning of each school year and summer sessions or when a new youth participant moves on to the property.

Program Services And Delivery

On-site FC offers academically rigorous afterschool and summer programs to a population that is often excluded from academic success. PATHS directly addresses these two problems faced by children from low-income families – low reading achievement and childhood obesity/inactivity/poor nutrition.

During the school year, the program runs 5 days a week from 3-6 pm, our afterschool programs follow the Austin ISD school calendar for closures and holidays. No programming is offered on school holidays or closures. The summer program runs 7 weeks/5 days at week from 10 am – 3pm no charge. The summer schedule will run from June 22nd through August 7th during the summer of 2015.

Created 4/7/2015 9:43:00 AM

Last Modified, If Applicable 3/17/2016 11:21:00 AM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Each location will be staffed with a full-time Program Coordinator, along with qualified part-time Program Assistants to maintain a ratio of at least 1 paid staff person for every 10 students.

School Year Curriculum

The program includes at least 45 minutes of homework help, 30 minutes of fitness, reading enhancement activities, enrichment and nutrition education. Small group homework help and tutoring sessions help students with homework completion and test preparation. Bilingual staff is available at each learning center. For most activities during afterschool and summer programming, students are grouped based on their grade level/age. There are few opportunities when students are in mixed groups. Online reading enhancement tools (Read Live and I-Station) used by all sites, help students improve reading levels, gain confidence, and improve test scores (individualized attention is available for students' with specific reading challenges). The program also provides students with various math games and incorporates math into enrichment activities such as measuring for cooking, races and tag games with math and having students make up daily word problems. PATHS incorporates writing into enrichment activities such as writing stories and plays and keeping journals.

PATHS meets the physical needs of the children by providing fitness activities, sports and exercise. Students participate in CATCH Fitness Curriculum and monthly personal fitness assessments. This teaches students how to monitor their fitness progress over time and empowers them to improve their fitness level. Nutrition and health education curriculum is also incorporated to educate children on healthy guidelines and food choices, and nutritious snacks including fresh fruit and vegetables are provided.

Summer Curriculum

Throughout the summer months the program continues to maintain a strong focus on consistent and deliberate times for reading so that students maintain or improve their reading levels over the summer months, preventing "summer slide." Outings to the local library allow students to participate in the city's reading awards club, where children to set their own reading goals and earn rewards when they have achieved the goal. Teachers help staff prepare summer reading lists for our students that are interesting and relevant. Daily, students have opportunities to read newspapers, magazines, online resources, and recipe books each day to help their efforts. Reading aloud benefits all children and teens, especially those who struggle. Students with common interests and on similar reading levels participate in reading circles and groups.

Throughout the summer the students work on Brain Power Activities, which focus on academic skills: math, science, literacy, social studies and writing. These activities provide a review of the previous year's skills based and include an introduction to skills that will be taught in the coming year. Feedback from parents and teachers and tracking our students' scores on the STAAR test allows us to focus on skills that kids struggle with. Along with Brain Power activities, students have more time during the summer for explorative and experiential activities, like theatre arts, fine arts, music and dance, technology clubs, and science experimentation. Students take educational field trips in and around Austin to museums, nature centers, local zoos and parks and institutes of higher learning. Guest speakers are brought in to give students exposure to a variety of careers and vocations.

Program Standards and Quality Standards

- FC PATHS afterschool and summer programs are exempt from regulation by Texas Department of Family and Protective Services- Child Care Licensing under Texas Administrative Code 745.129(1) because they meet the exemption criteria with regard to recreational purposes, ages served, maintenance of standards for care, non-acceptance of compensation or payment for services or goods provided as part of the program, nonprofit status, location at participants residence, disclosure to parents that the operation is not regulated by Child Care Licensing and does not offer child-care services, and DPS background checks conducted for program employees and volunteers. Exemption status from the State does not expire and there is no annual monitoring. Documentation from the State of the exemption or waiver from State Child Care Minimum Standards is maintained for each FC site that receives City funding.
- Minimum Standard Operating Procedures shall be maintained by Foundation Communities for its summer and afterschool programs. The Procedures shall be submitted to the City for review and approval by the City prior to any reimbursements being made under this contract. Changes or alterations to the Procedures after City approval shall be provided to the City for review and approval within 10 business days of the change.
- Foundation Communities shall work to align its program quality with the criteria of the Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City. A plan including specific goals and timelines shall be submitted to the City for review and approval by December 31, 2015.

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Last Modified, If Applicable 3/17/2016 11:21:00 AM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

System for Collecting and Reporting Program Data

To support program participation and other data collection, we are currently working with an external consultant to tailor a new data collection system in alignment with our revised evaluation system, which will involve collecting more detailed information about our participants and allowing us to disaggregate data for improved outcomes analysis and identification of needed program modifications. Based on the assumption that the program provides a range of social-emotional and supplemental academic supports that indirectly promote improvement in student academic performance over time, we will be piloting a continuum of expectations based on entry point characteristics and circumstances (new and after one-year of participation and/or based on certain identified circumstances) and aligning with expectations for longer-term (3+ years) participation. Anticipated outcomes should reflect shorter-term changes in social-emotional or affective factors (academic confidence, attitudes, and motivation, sense of belonging, relationships) and behaviors (program participation, school attendance, homework completion) that support longer-term academic growth and improvement.

Performance Evaluation

FC's evaluation strategy for its afterschool programming is based on a concise set of meaningful indicators and related instruments and data collection processes that will allow us to uniformly track program impacts, make adjustments to programming, and identify students and families in need of additional services. This will include collection of ongoing program participation data, quarterly analysis of report card and performance benchmark data on reading interventions, and annual analysis of pre-and post- participation survey data.

FC has also designed a plan to build closer partnerships with the individual schools attended by Foundation Communities children to develop data sharing agreements with the assistance of AISD's Office of Innovation and Development. This will allow for collection of additional baseline data such as prior attendance and performance history for comparison with annual progress indicators. Additional data on school-identified student characteristics/status (special education, limited English proficient, at-risk) could also be collected for disaggregated analysis of outcomes. In addition, collecting quality baseline data will support the ability to conduct longitudinal studies of targeted group of students in the future.

Quality Improvement

The Director of Education oversees the development and implementation of the PATHS afterschool and summer programs as well as the Early Childhood Education/Pre Literacy programs and Adult Education/ESL Program. The Director of Education also ensures that grant requirements are fulfilled, that reporting and participant data are maintained and assists in completing grant reports and meeting deadlines by regular communication with program staff as well as regular site visit. The Director also helps establish partnerships and works with local agencies to bring meaningful programming for youth and adults. The Director of Education supervises the full time Learning Center Coordinators at each site that directly oversee the day to day operations of the PATHS Program and supervise a team of part time youth program assistants. The Director of Education reports to the Deputy Executive Director who heads all of the departments of programs and services at FC. The Grants Administrator is in charge of compiling this data and ensuring the programs are in compliance. Staff and administrators regularly monitor program delivery, expenditures and outcomes which assists staff in identifying problems early on. The Grants Administrator works with the CFO and accounting department to ensure that billing and expenditure tracking is maintained.

Service Coordination with Other Agencies

FC coordinates youth program services with other providers to ensure that students and families are receiving needed support and educational services. Primarily, FC strives to offer programming and services at on-site learning centers to provide easy access for families and children. If resident families or youth come to us with a need that cannot be brought to our centers, they are provided with resources and referrals within the Austin community.

Capital Area Food Bank: provides food and household items to families in need at learning centers. Families have access to staples and fresh food items on a monthly basis.

Ready Rosie: through the United Way's Success by 6 Initiative that is used by our Pre Literacy participants to help prepare them for school. Ready Rosie is an online video-based school readiness curriculum, and it was developed locally here in Texas.

Created 4/7/2015 9:43:00 AM*Last Modified, If Applicable* 3/17/2016 11:21:00 AM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

We Viva: provides free Zumba, yoga, fitness and nutrition classes for residents.

City Square: provides healthy snacks during the school year and summer meals.

Austin Serve: (St. Edward's University volunteers) student volunteers work with students in our St. Elmo community to provide tutoring and homework support for students in need of additional academic assistance.

FC's ESL Program: English as a Second Language instruction twice a week in the St. Elmo Neighborhood and Vintage Creek communities. Youth program staff refers parents of ELL Learners to these programs.

Literacy Coalition of Central Texas: volunteers and trainings for ESL instructors.

Life Works: workshops for students and referrals for FC families for many years to teach students about substance abuse prevention, dealing with peer pressure and bullying.

Service Collaboration with Other Agencies

During afterschool and summer programs it is not uncommon to see partner organizations on-site at our learning center locations providing youth and families with needed resources and expertise in instruction and support. Many of these service agencies do not charge us for services and are just looking for an audience to engage or teach.

PATHS establishes MOUs with community partners, such as City Square, We Viva, Life Works, and Community Partners Program. Learning Center Coordinators schedule Capital Area Food Bank to conduct nutrition classes and assist parents and residents in signing up for services such as CHIP, WIC, SNAP, Medicaid and Medicare. FC recently gained access to My Texas Health Benefits through the Community Partners Program which is an online tool designed to assist families and parents screen for public health benefits such as SNAP, Medicaid and CHIP. Residents and parents utilize the computer lab to screen for, enroll or renew their benefits with the help of one of the trained staff on site.

Community Planning Activities

A community needs assessment is completed annually which includes input from key school staff: the school principal, assistant principal, counselors, parent involvement specialists and teachers. The school staff provides information on academic and social needs of students. Parents and family members meet one on one or in small groups to share their children's academic and afterschool needs. Program staff use student data collected over the school year; report cards grades, attendance and behavior information as well as standardized test scores each year to assist in planning for program content the following year. Family needs data will also be collected by the Project Director, Learning Center Coordinators, and Property Management staff. The community assessment also helps to determine what other out of school time programs exist in each community. FC can gather some of this information from YSM (Youth Services Mapping). FC can address the needs of families and gaps in the community by providing them with programming and services. Students have the opportunity to explore and take part in different learning experiences that their parents may not otherwise be able to afford. On a broader scale, FC afterschool and early childhood program staff will continue to take part in local efforts around programming such as United Way's Success By 6 Program, the Ready by 21 initiative, CTAN (Central Texas Afterschool Network), a local network of youth program providers and TX Post, Texas partnerships for out of school time, so that we continue to be aware of new projects, activities, trends in programming, professional development opportunities and funding streams for youth in and around the Austin community.

Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>		10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>		9/30/2016	9/30/2017	9/30/2018	9/30/2018
		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
Outputs					
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	100	100	100	145
		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
Outcomes					
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of youth served who progress to the next academic level	356	356	356	513
4B	Total number of youth who received services	395	395	395	569
	Percent of youth who progress to the next academic level	90.13	90.13	90.13	90.16
	Number of individuals who complete an educational program that improves their knowledge	336	336	336	484
5A	Number of individuals participating in the educational program	395	395	395	569
	Percent of individuals who complete an educational program and demonstrate improved knowledge	85.06	85.06	85.06	85.06

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/7/2015 10:01:00 AM

Last Modified, If Applicable: 3/17/2016 10:39:00 AM

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
Salary plus Benefits	\$115,000.00	\$115,000.00	\$115,000.00		\$345,000.00
General Operations Expenses	\$33,400.00	\$33,400.00	\$33,400.00		\$100,200.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$33,400.00	\$33,400.00	\$33,400.00		\$100,200.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$148,400.00	\$148,400.00	\$148,400.00		\$445,200.00
Total Period Percentage	33.33	33.33	33.33		

Detailed Budget Narrative

Salaries plus Benefits

Salaries: 100% of 1 Learning Center Coordinator (\$50,000 annual salary) and 100% of 4 Program Assistants (\$10/hour @ 26 hours/week x 48 weeks x 4= \$49,920)

Payroll Taxes/ Fringe Benefits: \$15,080 (15%)

Full-time staff receive health insurance, long-term disability insurance, and retirement benefits paid 100% by FC.

General Op Expenses

Includes general program supplies, curriculum, and facility costs (utilities, telecommunications, and custodial).

Program Subcontractors

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



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Application Response





CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov

Questions regarding the RFA shall be sent to
CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local
time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR
FLASH DRIVE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Foundation Communities

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Julian Huerta

Title: Deputy Executive Director

Signature of Officer or Authorized Representative: 

E-Mail Address: Julian.Huerta@foundcom.org

Phone Number: 512-610-4013

*** Application response must be submitted with this Offer sheet to be considered for award**



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
FOUNDATION COMMUNITIES, INC.
FOR
SOCIAL SERVICES
(PATHS)**

CONTRACT NO. NG150000027

CONTRACT AMOUNT: \$420,000

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Foundation Communities, Inc. ("Contractor"), a Texas non-profit corporation, having offices at 3036 South First Street, Austin, TX 78704.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Contractor. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 Responsibilities of the Contractor. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 Responsibilities of the City. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 Designation of Key Personnel. The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Cynthia Gamez or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Walter Moreau, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$420,000 (Four Hundred Twenty Thousand dollars)**, and **\$140,000 (One Hundred Forty Thousand dollars)** per twelve (12) month extension option, for a total Contract amount of \$840,000. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$140,000 (*One Hundred Forty Thousand dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$140,000 (*One Hundred Forty Thousand dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$140,000 (*One Hundred Forty Thousand dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

- 4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 **Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 **Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ctkodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if

any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial

statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will

accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

6.1.2.1.2 Independent Contractor's Coverage

- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

- 6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.
- 6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

- 7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

- 8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 8.4 **Indemnity.**
- 8.4.1 Definitions:
- 8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- 8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;
- 8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- 8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- 8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.
- 8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return

Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Foundation Communities, Inc.	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Walter Moreau, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H	3036 South First Street	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78704	Austin, TX 78702

8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified

individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Contract.

8.20 Living Wage Policy

[Reserved]

8.21 Subcontractors.

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 Jurisdiction And Venue. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved

in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

- 8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

- 8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

FY 2016 PATHS

PATHS
FY 16

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

FOUNDATION COMMUNITIES, INC.

Signature: Walter Moreau

Name: Walter Moreau

Printed Name

Title: Executive Director

Date: 6/2/15

CITY OF AUSTIN

Signature: James Scarpow

Name: James Scarpow

PURCHASING OFFICE

Date: 8/18/15

EXHIBITS

Exhibit A – Program Forms

- A.1** Program Work Statement
- A.2** Program Performance Measures
- A.3** Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1** Program Budget and Narrative

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

The PATHS (Planning Ahead Towards Health and School Success) afterschool and summer youth program addresses the critical need for safe, affordable programs within the community. In particular, PATHS addresses two specific concerns for our low-income residents: low academic performance and childhood obesity. For three hours after school, and five to six hours per day during the summer, the PATHS program provides reading support, academic assistance, and health and physical fitness education as well as healthy snacks, computer time, unstructured outdoor play, arts and enrichment activities, and homework help. PATHS uses established curricula to measure students' progress for both academic and fitness areas. The fitness component of the PATHS program is based on the research-based CATCH Fitness Curriculum (Coordinated Approach to Child Health). Students participate in monthly personal fitness assessments, which teach students how to monitor their fitness progress over time and empower them to improve their fitness levels.

Program Clients Served

The target population will be students who participate in afterschool and summer programs at Foundation Communities' (FC) on-site learning centers at FC affordable housing communities that serve Title 1 schools. FC currently has 10 on-site learning centers, 7 of which are in Austin. The Austin based afterschool programs serve over 600 youth annually.

Sites funded by this contract are:

- Sierra Ridge, 201 St Elmo Rd. Austin, TX 78745
- Sierra Vista, 4320 S Congress Ave. Austin, TX 78745
- Vintage Creek, 7224 Northeast Drive Austin TX 78723
- M Station 2906 E Martin Luther King Austin TX 78702

Sierra Ridge and Sierra Vista Learning Centers serve St. Elmo Elementary, which is 95% Economically-Disadvantaged, 68% At-Risk and 58.8 % LEP. Vintage Creek Learning Center serves Andrews Elementary School, 97.6% Economically-Disadvantaged, 80.4% At-Risk and 65.7% LEP. M Station Learning Center serves Campbell Elementary School, 93.9% Economically-Disadvantaged, 45.5% At-Risk and 25.7% LEP.

At Sierra Ridge, Sierra Vista, M Station and Vintage Creek learning centers, the demographics of youth participants are: 60% Hispanic, 30% African-American, 7% Caucasian, 2% Middle Eastern and 1 % Asian. Many of the families who utilize our out-of-school-time programs are single mother-headed households with average annual incomes of \$25,000 to \$35,000.

Client Eligibility

Clients in our programs are youth primarily Kindergarten through 5th grade, teen programs include 6th through 12th. We do not verify criminal backgrounds of student participants. Priority for participation is given to client youth of Foundation Communities properties. Other client youth from the community are allowed to enroll if space allows. Staff will ensure that participants are eligible clients by collecting proper income and residency documentation at the time of enrollment. Enrollment is held for returning students at the beginning of each school year and summer sessions or when a new youth participant moves on to the property.

Program Services And Delivery

On-site FC offers academically rigorous afterschool and summer programs to a population that is often excluded from academic success. PATHS directly addresses these two problems faced by children from low-income families – low reading achievement and childhood obesity/inactivity/poor nutrition.

During the school year, the program runs 5 days a week from 3-6 pm, our afterschool programs follow the Austin ISD school calendar for closures and holidays. No programming is offered on school holidays or closures. The summer program runs 7 weeks/5 days at week from 10 am – 3pm no charge. The summer schedule will run from June 22nd through August 7th during the summer of 2015.

Each location will be staffed with a full-time Program Coordinator, along with qualified part-time Program Assistants to maintain a ratio of at least 1 paid staff person for every 10 students.

School Year Curriculum

Created 4/7/2015 9:43:00 AM

Last Modified, If Applicable 4/17/2015 10:02:00 AM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

The program includes at least 45 minutes of homework help, 30 minutes of fitness, reading enhancement activities, enrichment and nutrition education. Small group homework help and tutoring sessions help students with homework completion and test preparation. Bilingual staff is available at each learning center. For most activities during afterschool and summer programming, students are grouped based on their grade level/age. There are few opportunities when students are in mixed groups. Online reading enhancement tools (Read Live and I-Station) used by all sites, help students improve reading levels, gain confidence, and improve test scores (individualized attention is available for students' with specific reading challenges). The program also provides students with various math games and incorporates math into enrichment activities such as measuring for cooking, races and tag games with math and having students make up daily word problems. PATHS incorporates writing into enrichment activities such as writing stories and plays and keeping journals.

PATHS meets the physical needs of the children by providing fitness activities, sports and exercise. Students participate in CATCH Fitness Curriculum and monthly personal fitness assessments. This teaches students how to monitor their fitness progress over time and empowers them to improve their fitness level. Nutrition and health education curriculum is also incorporated to educate children on healthy guidelines and food choices, and nutritious snacks including fresh fruit and vegetables are provided.

Summer Curriculum

Throughout the summer months the program continues to maintain a strong focus on consistent and deliberate times for reading so that students maintain or improve their reading levels over the summer months, preventing "summer slide." Outings to the local library allow students to participate in the city's reading awards club, where children to set their own reading goals and earn rewards when they have achieved the goal. Teachers help staff prepare summer reading lists for our students that are interesting and relevant. Daily, students have opportunities to read newspapers, magazines, online resources, and recipe books each day to help their efforts. Reading aloud benefits all children and teens, especially those who struggle. Students with common interests and on similar reading levels participate in reading circles and groups.

Throughout the summer the students work on Brain Power Activities, which focus on academic skills: math, science, literacy, social studies and writing. These activities provide a review of the previous year's skills based and include an introduction to skills that will be taught in the coming year. Feedback from parents and teachers and tracking our students' scores on the STAAR test allows us to focus on skills that kids struggle with. Along with Brain Power activities, students have more time during the summer for explorative and experiential activities, like theatre arts, fine arts, music and dance, technology clubs, and science experimentation. Students take educational field trips in and around Austin to museums, nature centers, local zoos and parks and institutes of higher learning. Guest speakers are brought in to give students exposure to a variety of careers and vocations.

Program Standards and Quality Standards

- FC PATHS afterschool and summer programs are exempt from regulation by Texas Department of Family and Protective Services- Child Care Licensing under Texas Administrative Code 745.129(1) because they meet the exemption criteria with regard to recreational purposes, ages served, maintenance of standards for care, non-acceptance of compensation or payment for services or goods provided as part of the program, nonprofit status, location at participants residence, disclosure to parents that the operation is not regulated by Child Care Licensing and does not offer child-care services, and DPS background checks conducted for program employees and volunteers. Exemption status from the State does not expire and there is no annual monitoring. Documentation from the State of the exemption or waiver from State Child Care Minimum Standards is maintained for each FC site that receives City funding.
- Minimum Standard Operating Procedures shall be maintained by Foundation Communities for its summer and afterschool programs. The Procedures shall be submitted to the City for review and approval by the City prior to any reimbursements being made under this contract. Changes or alterations to the Procedures after City approval shall be provided to the City for review and approval within 10 business days of the change.
- Foundation Communities shall work to align its program quality with the criteria of the Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City. A plan including specific goals and timelines shall be submitted to the City for review and approval by December 31, 2015.

System for Collecting and Reporting Program Data

To support program participation and other data collection, we are currently working with an external consultant to tailor a new data collection system in alignment with our revised evaluation system, which will involve collecting more detailed information

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about our participants and allowing us to disaggregate data for improved outcomes analysis and identification of needed program modifications. Based on the assumption that the program provides a range of social-emotional and supplemental academic supports that indirectly promote improvement in student academic performance over time, we will be piloting a continuum of expectations based on entry point characteristics and circumstances (new and after one-year of participation and/or based on certain identified circumstances) and aligning with expectations for longer-term (3+ years) participation. Anticipated outcomes should reflect shorter-term changes in social-emotional or affective factors (academic confidence, attitudes, and motivation, sense of belonging, relationships) and behaviors (program participation, school attendance, homework completion) that support longer-term academic growth and improvement.

Performance Evaluation

FC's evaluation strategy for its afterschool programming is based on a concise set of meaningful indicators and related instruments and data collection processes that will allow us to uniformly track program impacts, make adjustments to programming, and identify students and families in need of additional services. This will include collection of ongoing program participation data, quarterly analysis of report card and performance benchmark data on reading interventions, and annual analysis of pre-and post- participation survey data.

FC has also designed a plan to build closer partnerships with the individual schools attended by Foundation Communities children to develop data sharing agreements with the assistance of AISD's Office of Innovation and Development. This will allow for collection of additional baseline data such as prior attendance and performance history for comparison with annual progress indicators. Additional data on school-identified student characteristics/status (special education, limited English proficient, at-risk) could also be collected for disaggregated analysis of outcomes. In addition, collecting quality baseline data will support the ability to conduct longitudinal studies of targeted group of students in the future.

Quality Improvement

The Director of Education oversees the development and implementation of the PATHS afterschool and summer programs as well as the Early Childhood Education/Pre Literacy programs and Adult Education/ESL Program. The Director of Education also ensures that grant requirements are fulfilled, that reporting and participant data are maintained and assists in completing grant reports and meeting deadlines by regular communication with program staff as well as regular site visit. The Director also helps establish partnerships and works with local agencies to bring meaningful programming for youth and adults. The Director of Education supervises the full time Learning Center Coordinators at each site that directly oversee the day to day operations of the PATHS Program and supervise a team of part time youth program assistants. The Director of Education reports to the Deputy Executive Director who heads all of the departments of programs and services at FC. The Grants Administrator is in charge of compiling this data and ensuring the programs are in compliance. Staff and administrators regularly monitor program delivery, expenditures and outcomes which assists staff in identifying problems early on. The Grants Administrator works with the CFO and accounting department to ensure that billing and expenditure tracking is maintained.

Service Coordination with Other Agencies

FC coordinates youth program services with other providers to ensure that students and families are receiving needed support and educational services. Primarily, FC strives to offer programming and services at on-site learning centers to provide easy access for families and children. If resident families or youth come to us with a need that cannot be brought to our centers, they are provided with resources and referrals within the Austin community.

Capital Area Food Bank: provides food and household items to families in need at learning centers. Families have access to staples and fresh food items on a monthly basis.

Ready Rosie: through the United Way's Success by 6 Initiative that is used by our Pre Literacy participants to help prepare them for school. Ready Rosie is an online video-based school readiness curriculum, and it was developed locally here in Texas.

We Viva: provides free Zumba, yoga, fitness and nutrition classes for residents.

City Square: provides healthy snacks during the school year and summer meals.

*Created 4/7/2015 9:43:00 AM**Last Modified, If Applicable 4/17/2015 10:02:00 AM*

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Austin Serve: (St. Edward's University volunteers) student volunteers work with students in our St. Elmo community to provide tutoring and homework support for students in need of additional academic assistance.

FC's ESL Program: English as a Second Language instruction twice a week in the St. Elmo Neighborhood and Vintage Creek communities. Youth program staff refers parents of ELL Learners to these programs.

Literacy Coalition of Central Texas: volunteers and trainings for ESL instructors.

Life Works: workshops for students and referrals for FC families for many years to teach students about substance abuse prevention, dealing with peer pressure and bullying.

Service Collaboration with Other Agencies

During afterschool and summer programs it is not uncommon to see partner organizations on-site at our learning center locations providing youth and families with needed resources and expertise in instruction and support. Many of these service agencies do not charge us for services and are just looking for an audience to engage or teach.

PATHS establishes MOUs with community partners, such as City Square, We Viva, Life Works, and Community Partners Program. Learning Center Coordinators schedule Capital Area Food Bank to conduct nutrition classes and assist parents and residents in signing up for services such as CHIP, WIC, SNAP, Medicaid and Medicare. FC recently gained access to My Texas Health Benefits through the Community Partners Program which is an online tool designed to assist families and parents screen for public health benefits such as SNAP, Medicaid and CHIP. Residents and parents utilize the computer lab to screen for, enroll or renew their benefits with the help of one of the trained staff on site.

Community Planning Activities

A community needs assessment is completed annually which includes input from key school staff: the school principal, assistant principal, counselors, parent involvement specialists and teachers. The school staff provides information on academic and social needs of students. Parents and family members meet one on one or in small groups to share their children's academic and afterschool needs. Program staff use student data collected over the school year; report cards grades, attendance and behavior information as well as standardized test scores each year to assist in planning for program content the following year. Family needs data will also be collected by the Project Director, Learning Center Coordinators, and Property Management staff. The community assessment also helps to determine what other out of school time programs exist in each community. FC can gather some of this information from YSM (Youth Services Mapping). FC can address the needs of families and gaps in the community by providing them with programming and services. Students have the opportunity to explore and take part in different learning experiences that their parents may not otherwise be able to afford. On a broader scale, FC afterschool and early childhood program staff will continue to take part in local efforts around programming such as United Way's Success By 6 Program, the Ready by 21 initiative, CTAN (Central Texas Afterschool Network), a local network of youth program providers and TX Post, Texas partnerships for out of school time, so that we continue to be aware of new projects, activities, trends in programming, professional development opportunities and funding streams for youth in and around the Austin community.

Program Performance Measures

		Period			Contract Term	
		1	2	3		
		Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
		End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018
		Period			Contract Term	
		1	2	3		
Outputs						
ID	Output Measure Description					
1	Total Number of Unduplicated Clients Served	51	51	51		74
Outcomes						
ID	Outcome Measure Description	1	2	3		Contract Term
	Number of youth served who progress to the next academic level	356	356	356		513
4B	Total number of youth who received services	395	395	395		569
	Percent of youth who progress to the next academic level	90.13	90.13	90.13		90.16
	Number of individuals who complete an educational program that improves their knowledge	336	336	336		484
5A	Number of individuals participating in the educational program	395	395	395		569
	Percent of individuals who complete an educational program and demonstrate improved knowledge	85.06	85.06	85.06		85.06

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - ◆ Annual certification of client eligibility
 - ◆ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - ◆ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - ◆ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - ◆ Clients in programs serving victims of violence are not subject to residency or income requirements
 - ◆ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - ◆ A government –issued identification; or
 - ◆ A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - ◆ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - ◆ Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
Salary plus Benefits	\$115,000.00	\$115,000.00	\$115,000.00		\$345,000.00
General Operations Expenses	\$25,000.00	\$25,000.00	\$25,000.00		\$75,000.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$25,000.00	\$25,000.00	\$25,000.00		\$75,000.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$140,000.00	\$140,000.00	\$140,000.00		\$420,000.00
Total Period Percentage	33.33	33.33	33.33		

Detailed Budget Narrative

Salaries plus Benefits

Salaries: 100% of 1 Learning Center Coordinator (\$50,000 annual salary) and 100% of 4 Program Assistants (\$10/hour @ 26 hours/week x 48 weeks x 4= \$49,920)

Payroll Taxes/ Fringe Benefits: \$15,080 (15%)

Full-time staff receive health insurance, long-term disability insurance, and retirement benefits paid 100% by FC.

General Op Expenses

Includes general program supplies, curriculum, and facility costs (utilities, telecommunications, and custodial).

Program Subcontractors

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 2 day of June, 2015

CONTRACTOR

Authorized
Signature

Title

Foundation Communities
Walter Morgan
Executive Director

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Rio Grande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to CityHSRFA2014@austintexas.gov by 4 PM on April 11th, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

2. INSURANCE: Insurance is required for this solicitation.

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

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- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
 - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:

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\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

5. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

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- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

1.1 Self-sufficiency Goals:

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

1.2 Life Continuum Categories:

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

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tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

2. BACKGROUND

A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

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- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

3. PRINCIPAL OBJECTIVE & GOALS

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
 - 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
 - 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
 - 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
 - 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.
(School Readiness Action Plan)
- b. Youth:
 - 1. Children, youth and young adults:

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- i. Are physically healthy
 - ii. Are physically safe
 - iii. Respect diversity and demonstrate empathy and pro-social behaviors
 - iv. Engage in community, school and/or extracurricular activities
 - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
 - vi. Have good mental health and are emotionally resilient
 - vii. Avoid risky behaviors
 - viii. Are academically successful
 - ix. Have awareness and positive attitudes about adult careers
 - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
 - xi. Successfully complete post-secondary education or training
 - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

(Mayor’s Task Force on Aging 2013)

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)

4. CONNECTION TO IMAGINE AUSTIN

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

Austin is Livable: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

Austin is Educated: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

Austin is Prosperous: Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

5. PROGRAM STRATEGIES & TARGET POPULATION

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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

6. OUTCOMES & OUTPUTS

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

7. ELIGIBILITY REQUIREMENTS

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

8. FUNDING INFORMATION

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- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
 - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
 - i. Early Childhood - \$949,416
 - ii. Youth - \$1,961,339
 - iii. Adults and Family - \$7,327,622
 - iv. Seniors and People with Disabilities - \$813,804
 - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

9. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
 - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
 - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
 - 1. Shall reflect an unqualified and/or unmodified audit opinion
 - 2. Shall not reflect a "Going Concern Uncertainty"
 - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
 - 1. Have specific terms delineated by a beginning and ending date
 - 2. Meet in person a minimum of three times per fiscal year
 - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

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All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
 - a. reviews program performance
 - b. approves budgets
 - c. reviews financial performance
 - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

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APPLICATION SUBMISSION REQUIREMENTS

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

ENVELOPE #1 – THRESHOLD REVIEW

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST
[NAME OF AGENCY]
[NAME OF PROPOSED PROGRAM]

ENVELOPE #2 – APPLICATION DOCUMENTS

This sealed envelope must contain the following:

1 original and 6 CDs or flash drives each containing all the elements below:

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS
[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116 CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

Executive Summary

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

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2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

Application Evaluation

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

Application Format

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

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informational sequence:

Part I – Program Overview and Strategy

Total points: 70

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
 - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.

B. Target Population(s) for the Goal(s)

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
 - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
 - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
 - a. Target population demographic/Census data
 - b. Quantified target population unmet need(s)
 - c. Applicant's trends in target population unmet need(s)
 - d. Waiting list information (if applicable)
 - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
 - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
 - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
 - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
 - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
 - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.

C. Program Strategy to Accomplish the Goals

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
 - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
 - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

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4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

D. Performance Measures – Impact on the Goals

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

Output Measures

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

Outcome Measures

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

E. Service Coordination

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

F. Community Planning Activities

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

G. Overall Evaluation Factors Regarding Applicant

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
 - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

H. Data Management and Program Evaluation

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

I. Staffing Plan

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

Part II – Cost Effectiveness

Total points: 20

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses all of the following:

A. Budget

1. A summary description of the budget justification for the program strategy/strategies is required.
 - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
 - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

B. Cost per Client

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

C. Program Funding Summary

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

Part III – Local Business Presence

Total points: 10

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Part IV – Bonus Evaluation Points

Total points: 25

A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

OR

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.

B. Leveraging

5 points

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
 - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
 - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

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The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

C. Healthy Service Environment

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
 - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
 - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
 - the provision of accessible locations allowing privacy;
 - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
 - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
 - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
 - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
 2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

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Additional Information:

Proposal Acceptance Period: All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Exceptions: Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

Application Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

Section 0605

Local Business Presence



Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Foundation Communities					
Physical Address	3036 S 1st Street, Austin, Texas 78704					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	<input checked="" type="radio"/> Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Executive Summary

1. Applicant/Description: Foundation Communities – Afterschool and Early Childhood Programs

Foundation Communities (FC) was founded in 1989 by a group of University of Texas graduate students who recognized a need in Austin for affordable housing. Foundation Communities provides affordable housing combined with supportive services for more than 2600 low-income families, including on-site Learning Centers, throughout fourteen properties in Austin and three in North Texas.

2. How application will address primary self-sufficiency goal and Life Continuum category

Foundation Communities will address the primary self-sufficiency goal of Problem Prevention and Life Continuum category of Youth by addressing the critical need for safe, affordable programs within the community with our afterschool and summer youth programs. In particular, our program addresses two specific concerns for our low-income residents: low academic performance and childhood obesity.

3. Additional self-sufficiency goals or Life Continuum categories

Foundation Communities (FC) will address the secondary self-sufficiency goal of Enrichment and Life Continuum category of Early Childhood by providing enrichment for our Early Childhood Youth who participate in the FC Pre-Literacy program, which gives them improved life skills and knowledge that prepares them for school. Through these programs, Youth gain personal development and social skills, experience cultural activities, and engage in enrichment activities prior to attending school.

4. Need of the target population for the proposed strategies

Afterschool, summer, and Pre-Literacy programs are needed for low-income children,

particularly at no cost. Our model of providing programming right where families live and our strong focus on academic and fitness results are crucial to the success of Youth and Early Childhood. Early education and afterschool programs can have significant benefits for low-income children and youth, promoting school readiness and reducing educational risk factors that may negatively impact the students' academic development and achievement.

5. Summary of proposed program strategies

Education, preventative physical and behavioral health programs, and continuing education are significant strategies for Youth. Programs such as PATHS and Pre-Literacy provide low-income Youth with an early start and advantage in their education and as well as a community to support them and their families to ensure that students' academic and physical needs are continuously met from ages 3 to 12 years old.

6. Amount Requested: \$200,000 Per Year

7. Statement of compliance with all applicable rules and regulations.

Foundation Communities complies and agrees to comply in the future with all applicable rules and regulations of Federal, State, and Local governing entities. Foundation Communities complies, and will in the future continue to comply, with all terms of this Request for Application (RFA).

Section 0615

Connection to Self- Sufficiency Goals and Life Continuum Catergories



Section 0615

Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section I – Introduction.

<p>Select only one (1) of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Safety Net Infrastructure <input type="checkbox"/> Transition Out of Poverty <input checked="" type="checkbox"/> Problem Prevention <input type="checkbox"/> Universal Support Services <input type="checkbox"/> Enrichment 	<p>Select only one (1) of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Childhood <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Adults and Families <input type="checkbox"/> Seniors & Persons with Disabilities
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If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

<p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Safety Net Infrastructure <input type="checkbox"/> Transition Out of Poverty <input type="checkbox"/> Problem Prevention <input type="checkbox"/> Universal Support Services <input checked="" type="checkbox"/> Enrichment 	<p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Early Childhood <input type="checkbox"/> Youth <input type="checkbox"/> Adults and Families <input type="checkbox"/> Seniors & Persons with Disabilities
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Application

EAD0116



Part I – Program Overview and Strategy

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Primary Self-Sufficiency Goal: Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventative physical and behavioral health programs, etc.

Primary Life Continuum Category: Youth

Our PATHS (Planning Ahead Towards Health and School Success) afterschool and summer youth program addresses the critical need for safe, affordable programs within the community.

In particular, PATHS addresses two specific concerns for our low-income residents: low academic performance and childhood obesity. For three hours after school, and five to six hours per day during the summer, the PATHS program provides reading support, academic assistance, and health and physical fitness education as well as healthy snacks, computer time, unstructured outdoor play, arts and enrichment activities, and homework help. We use established curricula to measure students' progress for both academic and fitness areas. The fitness component of the PATHS program is based on the research-based CATCH Fitness Curriculum (Coordinated Approach to Child Health). Students participate in monthly personal fitness assessments, which teach students how to monitor their fitness progress over time and empower them to improve their fitness levels. Our model of providing free programming where families live and our strong focus on academic outcomes set us apart from other area afterschool programs.

Secondary Self-Sufficiency Goal: Enrichment: Encourage personal development and community enrichment through cultural and educational programs.

Secondary Life Continuum Category: Early Childhood

Early Childhood age youth who participate in early childhood programs demonstrate improved

life skills and knowledge which prepare them for school. Early Childhood students 3-4 years of age participate in Pre-Literacy programs at FC Learning Centers to help them become familiar with a learning environment, gain personal development and socialization skills, experience cultural activities, and engage in enrichment activities prior to attending school.

B. Target Population(s) for the Goal(s)

1. Target Population Served

The target population for this application is youth from Foundation Communities' (FC) affordable housing communities in Austin who participate in afterschool and summer programs at FC's on-site learning centers. FC currently has 10 on-site learning centers, 7 of which are in Austin. The Austin based afterschool programs serve over 600 youth annually.

The Pre Literacy program is currently held at our Sierra Vista (South Austin) and Vintage Creek (North Austin) locations, serving over 50 Early Childhood age students. Over 90% of the students are ELL (English Language Learners) from diverse backgrounds. Languages represented in our Pre-Literacy program are: Spanish, Arabic, Burmese and Hmong. FC has designed and implemented Pre-Literacy programs for over 15 years at Sierra Ridge Learning Center in the St. Elmo Elementary community.

For this application, the target population will be students of our housing communities that serve Title 1 schools. Sierra Ridge and Sierra Vista Learning Centers serve St. Elmo Elementary, which is 95% Economically-Disadvantaged, 68% At- Risk and 58.8 % LEP. Vintage Creek Learning Center serves Andrews Elementary School, 97.6% Economically-Disadvantaged, 80.4% At-Risk and 65.7% LEP. M Station Learning Center serves Campbell Elementary School, 93.9% Economically-Disadvantaged, 45.5% At- Risk and 25.7% LEP. At Sierra Ridge, Sierra Vista, M Station and Vintage Creek learning centers, the demographics

of youth participants are: 60% Hispanic, 30% African-American, 7% Caucasian, 2% Middle Eastern and 1 % Asian. Many of the families who utilize our out-of-school-time programs are single mother-headed households with average annual incomes of \$25,000 to \$35,000.

Each afternoon across the U.S., 15 million children--more than a quarter of all children--are alone and unsupervised after school. 28 percent of African-American, 21 percent of Hispanic and 24 percent of both Asian-American and Native American children have no adult supervision afterschool. At the three Title I schools our kids attend programs are offered at a cost to parents and only have enrichment programs that run on a 6 week basis throughout the school; students do not have access to free of charge, consistent and structured out of school programming that can accommodate most working parents' schedules, which we provide.

Over 90 apartments amongst these three housing communities serve residents of the CHI (Children's Home Initiative) Program. The CHI is FC's supportive housing program for homeless and extremely low income families. at or below 30 percent of Austin's Median Family Income, or \$22,620 for a family of four. An average CHI family is a single mother with two children (elementary school age or younger) employed in a service or retail job making \$12,000-\$18,000 per year (below 200 percent of the federal poverty rate). More than 65 percent of families entering CHI are considered homeless.

2. Data and Data Sources

Most children of FC's families attend Title I schools that serve high numbers of economically disadvantaged and ethnic minority children. Of the total 2013 enrollment at Andrews Elementary (Trails at Vintage Creek), for example, 644 of the school's 668 students were economically disadvantaged and 553 were identified as "at risk" of dropping out of school.

Many FC students meet one or more criteria that the state uses for identifying students at

risk of dropping out of school—homelessness, limited English proficiency, or prior poor performance in school. Faced with a variety of educational risk factors, including lack of access to quality early childhood education and pre-literacy programs, low-literacy home environments, and chronic stress, it is well documented that low-income children are considerably less likely to do well in school. Dropout rates for economically disadvantaged, Hispanic, and African American students are more than double rates for other student groups (Intercultural Development Research Association).

For elementary aged low-income students in Austin Independent School District (AISD), average passing rates on state assessments in reading and math were approximately 10 percentage points lower than district averages and 30 percentage points lower than rates for their White peers. In 2013, only 73% of AISD low-income third graders passed state reading assessments compared to 96% of White students; 63% passed the state mathematics assessment, compared to a 90% passing rate for their White peers. In 2013, just 24% of AISD economically disadvantaged students met standards on state tests (all subjects all grades) indicating they were “sufficiently prepared” for success in postsecondary education, compared to 63% of their White peers. This data indicates a critical need to address achievement gaps early.

3-5. Client, Eligibility, CLAS

Clients in our programs are youth with no criminal records. Program staff will ensure that participants are eligible clients by collecting proper income and residency documentation at the time of enrollment. Enrollment is held for returning students at the beginning of each school year and summer sessions or when a new youth participant moves on to the property. We recognize that gender, racial, ethnic, linguistic, and cultural differences can determine how individuals define and express themselves, whether or not they seek help, and from whom they will accept

help. Staff who supervise youth in the learning centers are given training on cultural awareness in order to work with parents, family members and youth. FC strives to employ staff who are bi- or multi-lingual, are from culturally-diverse backgrounds or have had work or volunteer experiences working with families and youth who are economically-disadvantaged, and of diverse backgrounds. Staff are offered training in ASL (American Sign Language) and an interpreter is contracted. All written information regarding programs and services at the on- site learning center is available in the languages used and understood by our children and families. The information will also be provided to individuals with disabling conditions (e.g., deaf or blind) in the communication formats they routinely use, including sign language and Braille. Monthly newsletters and informational brochures are given to all residents that feature student activities, and adult education classes, including ESL classes and family engagement events.

Learning Centers work to accommodate all resident children who want to participate in the PATHS program so there is usually no waiting list, except when non-resident families wish to enroll their children. Our ratio of staff to student is 1:10. At some locations, we are able to accommodate some community members and when we aren't at capacity, we begin a waiting list. This is normally not more than 5-10 students.

C. Program Strategy to Accomplish the Goals

1. Program Strategies

Early education and afterschool programs can help mitigate disadvantages for children and youth. Our education programming is built from best practices for reducing educational risk and promoting conditions that support learning and achievement, with emphasis on social emotional as well as academic and health/fitness outcomes. Our pre-literacy programming focuses on language development, and our PATHS program focuses on two specific concerns for

our low-income, high-risk youth: low reading scores and childhood obesity. Both programs are designed to set participants on a path to lifelong self-sufficiency and success.

Our school year and summer Pre-Literacy programming for 3- and 4-year-olds is based on best practices for early education of young children. The program is designed to promote language development as well as child and parent awareness of the school environment to ensure children enter pre-K ready to learn. The program provides 12 hours of instruction four days per week focused on the concepts of numbers, letters, colors, and shape recognition, integrated with a social and emotional learning component. Although the Pre-Literacy program is geared toward monolingual Spanish-speaking students, our diverse community has also attracted English-speaking participants. As a result, we have created a bilingual learning environment with Spanish and English days, in which core concepts are taught in the student's dominant language with transition activities and informal discussions conducted in the "language of the day." This approach reflects best practice in language development and bilingual education.

For older students, PATHS afterschool curriculum concentrates on reading and other academic challenges and provides nutritional education, healthy snacks, and daily exercise. During the school year, PATHS provides at least 45 minutes of daily homework help, 30 minutes of sports and fitness activities, reading interventions with a research-based supplemental program used in many AISD schools and reading support activities such as book club, nutrition education, and enrichment opportunities including art, technology, STEM, and college and career programming. Bilingual staff is available at each learning center to assist with homework completion and to provide communication between school and home.

The fitness component of the PATHS program is based on the research-based CATCH Fitness Curriculum (Coordinated Approach to Child Health). Nutrition and health education is

also incorporated into programs to educate children on healthy guidelines and food choices. For example, a Healthy Cooking for Kids class has been introduced to teach students how to prepare snacks and small meals on their own. We also teach by example by providing the students with nutritious snacks including fresh fruit and vegetables. Congruent to the vision of *Imagine Austin*, our model envelopes the “complete community” to provide comprehensive services ranging from education to health initiatives that promote healthy living and enable opportunities for our participants to fully develop their potential.

2 -4 Rationale – *See Attached Logic Model*

Research shows that early education and afterschool programs can have significant benefits for low income children and youth, promoting school readiness and reducing educational risk factors for students who face a host of stresses and challenges that negatively impact achievement. For children who have experienced housing insecurity, these risks pose even more serious threats for cognitive and emotional development. Our pre-literacy programs improve children’s readiness for school, and our afterschool programs reduce risk by providing a safe, supervised environment for children who might otherwise have nowhere else to go. Quality programs can also minimize the negative impacts of risk by building student resilience, promoting self esteem and confidence, offering access to positive and caring adults and role models, and providing supplemental educational supports and opportunities for enrichment that low-income children might not otherwise have.

The pillars of our PATHS program—homework support, reading interventions, fitness, and enrichment—are based on the characteristics of successful afterschool programs, which include a focus on literacy skill building and enrichment activities that engage students. For our target population, early reading skill development is critical. *Why Reading by the End of Third*

Grade Matters shows clear linkages between poverty, failure to reach early reading proficiency, and failure to graduate from high school. Factors that contribute to third-grade reading proficiency include school readiness, attendance, family supports, and positive learning environments at home, in the community, and at school, factors that many of our kids lack. Additional research on the benefits of homework support found that the relationship between the amount of homework students do and their achievement outcomes is positive. By dedicating daily time for homework, our afterschool offer additional exposure to academic tasks with instructional assistance—structured time that many of our children might not have at home.

Lower income children run a greater risk for obesity and related health issues (35% overweight or obese compared to 10% in the general population, according to a Robert Wood Johnson study). As reported by the Austin/Travis County Health and Human Services department, 28% of Austin's kindergarteners are overweight or obese. At St. Elmo Elementary, there has been a downward trend in BMI with only 48% in the healthy zone. Physical activity and nutrition lessons in our afterschool program helps combat obesity and disease, especially important when PE classes at school have been cut back to one or two days per week.

Our linked adult/parent education programs improve conditions and outcomes for parents and families and reinforce structures and routines related to academic tasks. A unique component to the Pre-Literacy program is tandem learning - opportunities for parent and child working together, as well as separate learning options within the same program structure (e.g., child in class learning colors, while parent is taking ESL). A key focus is in introducing parents to activities that promote taking an active role in their child's education. Each week, parents are given a book to read to their kids at home. Outreach to parents also encourages more direct parent involvement with their child's education. PATHS parent orientation and family literacy

and math nights help parents participate in educationally focused tasks in the home. A reinvigorated effort to engage parents has resulted in more parents volunteering at our learning centers as well as taking classes like ESL and fitness. All sites require a number of parental hours (either volunteering or taking classes) for those who have children in our program.

Our model of providing programming where families live and our strong focus on academic outcomes set us apart from other afterschool programs, making PATHS an exemplary program and a wise investment. The combined benefits of housing security, early education and out-of-school academic, health, and social emotional supports, and parent education improve learning conditions and potential for these children. Over time, our participants consistently demonstrate increased attendance, deeper engagement with reading and other academic tasks, and improved attitudes towards school, all of which contribute to academic success.

Over the past 10 years, our evaluation data suggest that the broad impact of FC programs (including pre-literacy and afterschool programming in conjunction with housing and parent education) over time reduces educational risk for the children we serve. For the Pre-literacy program, evaluation focuses on child oral language development as measured by pre-, mid-point, and post-testing on the Peabody Picture Vocabulary Test. Additional activities include parent surveys and involvement measures as well as ongoing progress reporting linked to age-appropriate development measures as defined in state resources for early childhood education. For PATHS, our evaluation plan is aligned with a set of expected outcomes according to starting point and student/family circumstances: Vulnerable (high risk of educational failure) /current high crisis status/new to program; Challenged (at risk of educational failure) history of crisis/1 year in program; and Growing & Thriving (low risk of educational failure) relative stability/2+ years in program. For our newest and highest risk participants, program evaluation is focused on

improved/high participation in program, school attendance, homework completion, confidence, attitudes about school, motivation, and perceived benefits and supports provided by the program. For longer term participants, we look for improvement and/or sustained positive outcomes on the above as well as grades and overall personal development factors as reported by students' teachers. Our data show that the majority of our long-term participants (2+ years of participation) achieve proficiency in all or most subjects, and maintain at least a B average. These participants have high attendance in school as well as in the afterschool and summer programs, complete their homework on a consistent basis and demonstrate positive personal development. Data sources include teacher reports through quarterly report cards (every 9 weeks), program records, and student and parent surveys adapted from national evaluations of afterschool programming.

“Complete Communities” and “Austin is Educated” are two fundamental components of our afterschool programs that connect with the long-term vision for Imagine Austin. FC’s model for housing and services envelopes the “complete community” idea that communities will be “livable, safe, and affordable; promote physical activity, community engagement, and inclusion; ensure that amenities are easily accessible to all; and contribute to Austin’s unique community spirit.” FC does so by providing quality and affordable housing with support and educational services, as well as healthy initiatives programs that promote healthy living for all ages. It is vital that FC continue to provide accessible educational opportunities for youth and adult learners. These programs assist students in developing their potential through academic support and caring and supportive adults outside of their families. Enrichment activities expose students to new topics, giving them the opportunity to take part in college and career exploration and providing access to fitness, sports and health programs, all tools for maintaining a healthy lifestyle.

5. Barriers

Information/Outreach: Prospective and new residents meet with property management staff to complete paperwork, documentation and receive their move-in information. Property management provides information to the residents about the on-site learning connects them with staff. The Learning Center Coordinator and/or Resident Services Coordinator must meet and communicate with property management staff to learn about new families moving in to the property as well as to provide the property management staff with flyers, brochures, newsletters and enrollment information (in multiple languages, if needed) to make sure that new residents have the necessary information to access this information.

6. Strategy/strategies to reach individuals in multiple Life Continuum categories

Foundation Communities' PATHS afterschool and summer programs have been very successful for over 15 years in helping students with both academic achievement and school attendance. However, there is a substantial need for preschool/pre-literacy education in our affordable housing communities to provide optimal development for children in this age group. These three- and four-year-old children, and their parents, are often unacquainted with the school system and the concepts they need to be familiar with in order to enter Pre-K at their local school. In response to this need, FC began Pre-Literacy classes in the St. Elmo neighborhood and Vintage Creek, both high-needs target populations. We have had great success with the afterschool and summer programs at Sierra Ridge and Sierra Vista that serve over half of the K-5th grade student population of neighboring St. Elmo Elementary school. We began pre-literacy to serve 3-4 year old siblings and future St. Elmo students in the community to best prepare them for school using a similar model as utilized in the afterschool program: education, preventive health and fitness programs, instruction in students' native language and parental engagement. To create the Pre-Lit program, we worked closely with the St. Elmo Elementary Pre-K teacher

regarding to what skills our kids should know prior to entering in order to enter Pre-K there, and shared her assessment tools. Additionally, the Pre-Literacy Program's curriculum is guided by the Central Texas' 16 Selected Pre-K Guidelines: Competencies Indicative of School Readiness, from E3 Alliance's Blueprint for Educational Change. FC staff stays current on local efforts and best practices by attending the United Way's Success by Six coalition meetings.

Although Pre-Literacy is geared toward monolingual first generation Spanish speaking students, our diverse community has also attracted monolingual English speaking participants. As a result, we have created a bilingual learning environment with Spanish and English days. Core concepts are taught in the student's dominant language, to ensure that they comprehend the subjects. Transition from activities and informal discussions are conducted in the language of the day. Children's progress is monitored by informal assessments, and monthly parent reports are sent home, as well as semester Peabody Picture Vocabulary Tests. The program runs throughout the school year and a six week summer session. We have such a large presence in the St. Elmo neighborhood and at the school, we have embraced a "Promise Neighborhoods" approach, creating a pipeline of services that take children from birth through college in this low-income neighborhood of working poor families. Pre-Literacy and PATHS play important roles.

7. Barriers and Challenges Encountered with Implementation

One challenge has been in building and maintaining a relationship with local schools. Since FC is an organization outside of the school district, it is crucial to have support from local schools to understand student's needs, help support families, and to engage parents in their children's education. Site Coordinators establish relationships by meeting with the principals, becoming active members of the school's Campus Advisory Council and attending staff and faculty meetings to identify educational needs of the students and align programs with the school

day curriculum and establish continuity between the school and PATHS program.

Parental engagement is an important component of our program. We strive to get parents more engaged and actively participating in their children's education. Parents are required to earn parental engagement credits through volunteer efforts, participating in adult education programs to further their own education, or through various other opportunities. The majorities of parents actively participate and complete their credits, however, we do have about 15-20% of parents across the sites who struggle with meeting their requirements. Our program coordinators and program staff encourage parents to participate by providing a welcoming and inviting environment where parents can feel a part of the process. If they are lacking in credits, they are given reasonable time to earn them.

Building relationships with parents and families of early childhood age children can be difficult, as many 3 and 4 year olds in our community have only spent time with parents or family members and it may be their first time away from home. Parents can be reluctant to send their students to the pre-literacy program as 1) they often do not fully understand the need for their children to attend and 2) hesitancy to send their child to adult caregivers who are unknown to the family. We have work to resolve this issue by a door to door approach from our pre-literacy staff . They introduce themselves to the parents/family members and children, talk to them about the program and show them some activities they will be learning. They invite them to be a part of the program through Parent Tuesdays, where kids and parents are in the center together, parents learn and act as teachers. In addition, the Pre-Literacy staff lets parents know about ESL classes held at the same time as Pre Lit and encourage them to come to learn English while their children are in class. If a child is uncomfortable or crying when he first attends the program, the instructors are very patient

and understanding of the child as he becomes acclimated to the school setting.

8. Sub- Contractors - Not applicable/no use of sub-contractors

9. Project Activities

On-site we offer academically rigorous afterschool and summer programs to a population that is often excluded from academic success. During the school year, the program runs 5 days a week from 3-6 pm, and in summer it runs 6 weeks/5 days at week from 9am- 3pm at no charge.

In 2008, we launched the PATHS program, updating our curriculum to reflect a need for greater focus on academic achievement (specifically reading), and a need for physical exercise and nutritional education. PATHS directly addresses these two problems faced by children from low-income families – low reading achievement and childhood obesity/inactivity/poor nutrition.

School Year Curriculum

The program includes at least 45 minutes of homework help, 30 minutes of fitness, reading enhancement activities, enrichment and nutrition education. Small group homework help and tutoring sessions help students with homework completion and test preparation. Bilingual staff is available at each learning center. Online reading enhancement tools (Read Live and IStation) used by all sites, help students improve reading levels, gain confidence, and improve test scores (individualized attention is available for students' with specific reading challenges). The program also provides students with various math games and incorporates math into enrichment activities such as measuring for cooking, races and tag games with math and having students make up daily word problems. PATHs incorporates writing into enrichment activities such as writing stories and plays and keeping journals.

PATHS meets the physical needs of the children by providing fitness activities, sports and exercise. Students participate in CATCH Fitness Curriculum and monthly personal fitness

assessments. This teaches students how to monitor their fitness progress over time and empowers them to improve their fitness level. Nutrition and health education curriculum is also incorporated to educate children on healthy guidelines and food choices, and nutritious snacks including fresh fruit and vegetables are provided.

Summer Curriculum

Throughout the summer months the program continues to maintain a strong focus on the activities and program offerings, especially reading, with consistent and deliberate times for reading so that students maintain or improve their reading levels over the summer months, preventing “summer slide.” Summer slide occurs when students forget some of what they have learned the previous year or slip out of practice during the summer months; this contributes greatly to the achievement gap found in low-income students. To help prevent Summer Slide for our students, our summer programs continue efforts to keep children reading. Research shows that reading just six books during the summer may keep a struggling reader from regressing. Outings to the local library allow students to participate in the city’s reading awards club, where children to set their own reading goals and earn rewards when they have achieved the goal. Teachers help staff prepare summer reading lists for our students that are interesting and relevant. Daily, students have opportunities to read newspapers, magazines, online resources, and recipe books each day to help their efforts. Reading aloud benefits all children and teens, especially those who struggle. Students with common interests and on similar reading levels participate in reading circles and groups.

Throughout the summer the students work on Brain Power Activities, which focus on academic skills: math, science, literacy, social studies and writing. These activities are grade- and skill-based, providing a review of the previous year’s skills based on state standards and

including an introduction to skills that will be taught in the coming year. Feedback from parents and teachers and tracking our students' scores on the STAAR test allows us to focus on skills that kids struggle with. The afterschool and summer time programs work together to assist youth in closing the achievement gap—promoting future self sufficiency. Along with Brain Power activities, students have more time during the summer for explorative and experiential activities, like theatre arts, fine arts, music and dance, technology clubs, and science experimentation. We take educational field trips in and around Austin to museums, nature centers, local zoos and parks and institutes of higher learning. Guest speakers are brought in to give students exposure to a variety of careers and vocations.

Early Childhood/Pre-Literacy Activities

Pre-Literacy programs are run 4 days a week, Monday through Thursday morning from either 9 to 11:30 am at Vintage Creek or 9 to 12 noon at Sierra Vista with 10-12 hours of instruction per week per program. The students start the day as a whole group and do body movements to music, study the calendar and learn the letter and number of the week. Then, they are divided into three groups for their lessons and are regrouped for centers, snack and outdoor activities. We finish the day with work that helps the kids reflect on the day, like tracing the letter of the day. We have also continued to give the parents “homework” introduced to them at our Family Tuesday workshops, which average 65% parental attendance.

D. Performance Measures – Impact on the Goals

See Attachment Section 0640

E. Service Coordination

1. – 2. Application – Other Services

FC coordinates youth program services with other providers to ensure that students and families

are receiving needed support and educational services. Primarily, FC strives to offer programming and services at on-site learning centers to provide easy access for families and children. If resident families or youth come to us with a need that cannot be brought to our centers, we will provide them with resources and referrals within the Austin community.

- Capital Area Food Bank: provides food and household items to families in need at learning centers. Families have access to staples and fresh food items on a monthly basis.
- Ready Rosie: through the United Way's Success by 6 Initiative that is used by our Pre Literacy participants to help prepare them for school. Ready Rosie is an online video-based school readiness curriculum, and it was developed locally here in Texas.
- WeViva: provides free Zumba, yoga, fitness and nutrition classes for residents.
- City Square provides healthy snacks during the school year and summer meals.
- Austin Serve (St. Edward's University volunteers) student volunteers work with students in our St. Elmo community to provide tutoring and homework support for students in need of additional academic assistance.
- FC's English as a Second Language provides ESL twice a week in the St. Elmo Neighborhood and Vintage Creek communities. Youth program staff refers parents of ELL Learners to these programs.
- Literacy Coalition of Central Texas: volunteers and trainings for ESL instructors.
- Lifeworks: workshops for students and referrals for FC families for many years to teach students about substance abuse prevention, dealing with peer pressure and bullying.

3. MOU Attached The agreements for services between FC and City Square, Community Partners Program (CPP) , We Viva and Lifeworks assist in providing youth and families with needed resources and expertise in instruction and support. Many of these service agencies do not

charge us for services and are just looking for an audience to engage or teach. **See MOU attachment.**

4. -5. Coordinators schedule Capital Area Food Bank to conduct nutrition classes and assist parents and residents in signing up for services such as CHiP, WIC, SNAP, Medicaid and Medicare. FC recently gained access to My Texas Health Benefits through the Community Partners Program which is an online tool designed to assist families and parents screen for public health benefits such as SNAP, Medicaid and CHIP. Residents and parents utilize the computer lab to screen for, enroll or renew their benefits with the help of one of the trained staff on site.

F. Community Planning Activities

1. – 2. Involvement

A community needs assessment is completed annually which includes input from key school staff: the school principal, assistant principal, counselors, parent involvement specialists and teachers. The school staff provide information on academic and social needs of students. Parents and family members meet one on one or in small groups to share their children's academic and afterschool needs. Program staff use student data collected over the school year; report cards grades, attendance and behavior information as well as standardized test scores each year to assist in planning for program content the following year. Family needs data will also be collected by the Project Director, Site Coordinators , and Property Management staff. The community assessment also helps to determine what other out of school time programs exist in each community. FC can gather some of this information from YSM (Youth Services Mapping). FC can address the needs of families and gaps in the community by providing them with programming and services. Students have the opportunity to explore and take part in different learning experiences that their parents may not otherwise be able to afford. On a broader scale,

FC afterschool and early childhood program staff will continue to take part in local efforts around programming such as United Way's Success by Six Program, the Ready by 21 initiative, CTAN (Central Texas Afterschool Network), a local network of youth program providers and TX Post, Texas partnerships for out of school time, so that we continue to be aware of new projects, activities, trends in programming, professional development opportunities and funding streams for youth in and around the Austin community.

G. Overall Evaluation Factors Regarding Applicant

1. Experience

Foundation Communities has a longstanding track record of managing local, state and federal grants. Most relative to this grant application has been the successful management of the federally funded, 21st Century Community Learning Centers distributed through the Texas Education Agency for funding of 3 of our community learning centers from 2009 through 2014. Current contact information: 21st CCLC State Coordinator: position currently not filled 512.936.6403, FAX: 512.463.6782. Texas Education Agency contracts with Edvance Research to provide technical assistance to its grantees. The Technical Assistance Consultant for Foundation Communities is Lauri Celli at lcelli@acetac.org, 512.736.0995. **See Attached Monitor Reports.**

2. & 4 Experiences With Target Population and Similar Population

Foundation Communities has successfully provided early childhood and out of school programming for over 15 years, targeting economically disadvantaged and culturally-diverse populations. FC has provided housing for working families throughout this time and have hired staff and professionals (Learning Center Coordinators, Resident Service Coordinators, Case Managers/ Social Workers and Family Engagement Specialists) who have expertise in working

with economically disadvantaged families of diverse backgrounds. For the past 5 years, our Youth and Pre-Literacy programs have flourished with more alignment between sites as well as more alignment to school day content and standards, particularly brought about through the 21st Century Community Learning Center alignment and the more thorough evaluative requirements of that funding. In addition, program staff at all sites have worked diligently towards building relationships with school staff, teachers and administrators to provide more support both academically and through community social support services to both students and families. FC has well- managed the 21st Century Community Learning Centers grant for 3 programs serving students of Title 1 schools. The objectives were to improve academic performance, improve school day attendance, and improve behavior and increase promotion rates and providing program activities through afterschool and summer that meet 4 components: academic assistance, enrichment, parental and family engagement and college and career exploration.

H. Data Management and Program Evaluation

1. Past Successes and Challenges

FC previously used an online social services reporting tool called Family Metrics. This tool was used to not only to capture student data for our youth programs but also any resident services programs held at our learning center. Family Metrics was used for many years, however, due to our growing programs and services, the tool became less effective to collect the data and information that we most needed. For the past 5 years, the 3 TEA 21st Century funded project sites have used an online data system called My Tx 21st. Staff are required to enter general student information and student identification numbers. From this system, attendance rosters were generated to track daily attendance of each student who participated. The My Tx 21st electronic data system is used daily in our afterschool programs. From the system, we have

been able to collect valuable information such as regular vs. non-regular participants, the types of programs that students are participating in and their parents/family participation.. Program staff ensured that all deadlines and data have been submitted in a timely manner during the past 5 years of funding. In the summer of 2012, Foundation Communities sites were chosen to receive a supplemental funding award based on meeting the grant requirements, having no issues of non-compliance, having all of our student data and tracking up to date and being classified as low need for technical assistance demonstrating that FC has a proven track record of maintaining data, reporting and utilization of an electronic data system.

2. – 3. Data Strategies and Processes

From 2009 to 2014, Foundation Communities partnered with AISD to offer afterschool programs serving three Austin schools with federal 21st CCLC funds. As part of the agreement, AISD provided evaluation services, including reporting on participant attendance, state test performance, and disciplinary data. While we were only able to track these data on three of our programs, we determined that annual group aggregate pass rates on state tests were not targeted enough to reliably serve as the only primary evidence of program impact, especially for newer participants. It is also difficult to attribute test performance to program participation as performance is potentially influenced by so many other variables and inputs. Disciplinary data also proved unreliable and too variable across schools to provide meaningful demonstration of impact. Finally, with the end of grant funding, these data will no longer be available to us.

To support program participation and other data collection, in the past, Foundation Communities used a database software system called Family Matrix. However, we are currently working with an external consultant to tailor a new data collection system in alignment with our revised evaluation system, which will involve collecting more detailed information about our

participants and allowing us to disaggregate data for improved outcomes analysis and identification of needed program modifications. Based on the assumption that the program provides a range of social-emotional and supplemental academic supports that indirectly promote improvement in student academic performance over time, we will be piloting a continuum of expectations based on entry point characteristics and circumstances (new and after one-year of participation and/or based on certain identified circumstances) and aligning with expectations for longer-term (3+ years) participation. Anticipated outcomes should reflect shorter-term changes in social-emotional or affective factors (academic confidence, attitudes, and motivation, sense of belonging, relationships) and behaviors (program participation, school attendance, homework completion) that support longer-term academic growth and improvement.

As aforementioned, FC's evaluation strategy for its afterschool programming is based on a concise set of meaningful indicators and related instruments and data collection process will allow us to uniformly track program impacts, make adjustments to programming, and identify students and families in need of additional services. This will include collection of ongoing program participation data, quarterly analysis of report card and performance benchmark data on reading interventions, and annual analysis of pre-and post- participation survey data.

We have also designed a plan to build closer partnerships with the individual schools attended by Foundation Communities children to develop data sharing agreements with the assistance of AISD's Office of Innovation and Development. This will allow us to collect additional baseline data such as prior attendance and performance history for comparison with annual progress indicators. Additional data on school-identified student characteristics/status (special education, limited English proficient, at-risk) could also be collected for disaggregated analysis of outcomes. In addition, collecting quality baseline data will support the ability to

conduct longitudinal studies of targeted group of students in the future.

I. Staffing Plan

1. Overall Staffing Plan

The Director of Education will oversee the development and implementation of the PATHS afterschool and summer programs as well as the Early Childhood Education/Pre Literacy programs and Adult Education/ESL Program. The Director of Education also ensures that grant requirements are fulfilled, that reporting and participant data are maintained and assists in completing grant reports and meeting deadlines by regular communication with program staff as well as regular site visit. The Director also helps establishes partnerships and works with local agencies to bring meaningful programming for youth and adults. The Director of Education supervises the full time Learning Center Coordinators at each site that directly oversee the day to day operations of the PATHS Program and supervise a team of part time youth program assistants. The Director of Education reports to the Deputy Executive Director who heads all of the departments of programs and services at FC. The Grants Administrator is in charge of compiling this data and ensuring the programs are in compliance. Staff and administrators regularly monitor program delivery, expenditures and outcomes which assists staff in identifying problems early on. The Grants Administrator works with the CFO and accounting department to ensure that billing and expenditure tracking is maintained.

2. Program Staff Positions See attached Section 0645

3. Position Descriptions: See Attachment: Staff Bios

Part II – Cost Effectiveness

A. Budget – See Attached Program Budget Narrative

2. Foundation Communities fundraising and administrative percentage is 8.9% . Earned revenue

is 80% from rental income, while fundraising including grants is 20% of the remaining revenue.

B. Cost per Client –

1. The average cost per City client was calculated by determining personnel costs for 3 full time Learning Center Coordinators and part-time teaching assistants to maintain a ratio of staff to students of 1:10 at each center. This ratio has proved effective in other out of school time programming conducted by FC. Teaching assistants will primarily be college students, most of whom have backgrounds in education or social services. Additionally, general operating expenses such as program supplies, curriculum and facility costs were included. The total of \$200,000 was then divided by 80, the projected number of City clients to be served through this funding. Per-student costs in this category total \$2,500 per student.

2. The average cost per client served from all funding sources is \$2757.08 and is calculated by adding personnel costs, with general operating expenses and facility costs, with additional costs for consultants that will be used to supplement enrichment programming, staff travel for meetings or to go between sites and costs of conferences for professional development as well as food/snacks for participants.

3. The costs per client for achieving each outcome was determined by tallying the overall time spent by a PATHS or Pre Literacy student participating in structured activities designed to meet the projected outcomes. The time spent on intentional reading interventions and individual reading by students is approximately 25% or 220 minutes of an average afterschool week. 25% of the overall \$2500 cost per student is \$625 for Outcome #1: participants who read on grade level by the end of the school year. The average cost per client for achieving Outcome #2: number of participants promoted to the next grade level and Outcome #3: participants who maintain an overall GPA of B or better is \$875 per client for each of these proposed

performance. The time participants spend receiving homework support and academic assistance through direct tutoring or participation in enrichment activities is about 35% of their time spent in afterschool and summer programming on a weekly basis. These activities directly impact a student's academic success in school. 35% of the \$2500 cost per client is \$875. For Outcome #4: number of Pre Literacy students who improve in Oral Language Development, it was determined that approximately 50% of instruction time is structured around oral language development of early childhood students. 50% of the \$2500 cost per client is \$1250 per students who achieves this proposed performance measure.

4. Both the PATHS program and Pre Literacy programs provide a variety of activities for students to participate in. However, the justification for the proposed costs focused specifically on time spent on intentional strategies that directly impact student progress in reading, effect maintaining good academic grades and advancing to the next academic level. These strategies include: structured reading interventions (use of reading tools such as Read Live and I Station), academic assistance (structured time for homework assistance; one on one or in small groups) and enrichment that is academically aligned to state standards and school day content.

5. The impact of these program activities and strategies are significant for the individual youth they serve as well as for Austin and the greater community. Research indicates that failure to read on grade level by third grade can have negative implications for future success in school such as not completing high school. Programs such as PATHS and the Pre Literacy Programs provide students with an early start in their education and support along the way to ensure that students' academic needs are met, that parents become engaged and advocates for their children's education and that lifelong learners are cultivated.

C. Program Funding Summary – See attachment Section 0655

Bonus Evaluation Points



Part IV - Bonus Evaluation Points

A. Collaborations/Connections

Primary Self Sufficiency Goal: Problem Prevention

Primary Life Continuum Category Youth

Our PATHS (Planning Ahead Towards Health and School Success) afterschool and summer youth program addresses the critical need for safe, affordable programs within the community. In particular, PATHS addresses two specific concerns for our low-income residents: low academic performance and childhood obesity. The PATHS program operates for three hours after school during the school year, and five to six hours per day during the summer. PATHS provides reading support, academic assistance, and health and physical fitness education, as well as healthy snacks, computer time, unstructured and structured outdoor play, arts and enrichment activities, and homework help.

Secondary Self-Sufficiency Goal: Enrichment

Secondary Life Continuum Category: Early Childhood

Early childhood Youth who participate in early childhood programs demonstrate improved life skills and knowledge that prepares them for school. Early Childhood students 3 to 4 years participate in Pre-literacy Programs at FC Learning Centers to help them become familiar with a learning environment. Through these programs, young children gain personal development and social skills, experience cultural activities, and engage in enrichment activities prior to attending school. The program provides 12 hours of instruction, four days per week focused on concepts of numbers, letters, colors, and shape recognition integrated, with a social and emotional learning component by having early childhood youth collaborate with each other. Although the pre-literacy program is geared toward monolingual Spanish-speaking students, our diverse

communities also attract English-speaking participants. As a result, we have created a bilingual learning environment for all Early Childhood participants, which encourages personal development and community enrichment.

B. Leveraging - N/A

C. Healthy Service Environments

Tobacco-free Campus- Currently Foundation Communities (FC) has a “Smoke- Free Environment Compliance.” Under the current policy, smoking is not permitted in FC vehicles, community residences, or community offices. In accordance with City of Austin smoking laws, FC requires a strict adherence to this policy and employees who smoke in non-smoking area maybe subject to disciplinary action. However, FC, with assistance from the Director of Health Initiatives and her team, will enforce and execute a Tobacco-Free Campus at all FC properties both indoors and outdoors. Visitors and staff will not be permitted to use tobacco products of any kind on any property owned, leased, or rented by organization (indoors and outdoors). This also includes parking areas and company cards. The Policy applies to all employees, subcontractors, temporary workers, and visitors. FC will also look for Technical Assistance from the City of Austin Health and Human Services department Chronic Disease Prevention and Control Program for planning and implementing Employee Tobacco- free campus policy.

Mother – Friendly Workplace - Foundation Communities plans to execute a written worksite lactation support policy to promote and support breastfeeding by nursing mothers/employees, which has already been in practice. It is important that Foundation Communities follow The Patient and Protection and Affordable Care act, Section 7 of the United States Fair Labor Standards Act by providing but not limited to the following:

1. Reasonable break time and flexible work schedule.
2. Private, shielded area that is not the bathroom in order to express milk.
3. Provide clean, safe water source to rinse and wash hands and pump.
4. Access to storage areas for mother's breast milk.

FC will also look for Technical Assistance from the City of Austin Health and Human Services department Chronic Disease Prevention and Control Program for planning and implementing Employee Mother – Friendly Workplace policy.

Employee Wellness Initiative - Through Blue Cross, Blue Shield Foundation Communities offers health assessments and tips for evaluate and offer tips for preventative, current, and future health living and to offer tips or disease prevention. Employees also have access to Employee Assistance Program (EAP), is a free service designed to help with stressful and various health problems, such as relationships, depression, anxiety, child and elder care, legal issues, financial issues, and substance abuse issues. EAP is available at no cost, 24 hours day, 365 days a year for all employees. As Foundation Communities continues to grow, Health Initiatives are a critical part of FC's mission for both residents and employees. With the help of our Director of Health Initiatives and Director of Human Resources, FC plan to increase fitness, tobacco-free living and nutrition programming through written policies and awareness. FC will also look for Technical Assistance from the City of Austin Health and Human Services department Chronic Disease Prevention and Control Program for planning and implementing Employee Wellness Initiatives.

The current “Weapons and Workplace Violence” policy at Foundation Communities forbids any and all acts of threats of violence by any employee against any other employee, community

resident, business associate or visitor. It is FC's intention to keep the work environment safe.

Foundation Communities prohibits threats, which is not limited to physical violence under current policy, of damage to any employee, community resident, business associate or visitor. FC reserves the right to conduct search of all persons and property, including personal property, located on any FC premises or work site and seek appropriate action if deemed necessary.

The following is taken from The Employee Handbook:

WEAPONS AND WORKPLACE VIOLENCE

FOUNDATION COMMUNITIES expressly forbids any and all acts or threats of violence by any employee against any other employee, community resident, business associate or visitor on or about Organization premises. Further, the Organization expressly prohibits any acts or threats of damage to or destruction of any FOUNDATION COMMUNITIES' property.

FOUNDATION COMMUNITIES strictly prohibits employees and all other persons from bringing, storing, concealing or possessing any weapon, including but not limited to firearms, handguns, knives (except for small pocket knives not used or intended for use as a weapon or to inflict bodily injury) and explosive devices, on FOUNDATION COMMUNITIES premises or work sites. FOUNDATION COMMUNITIES vehicles and private vehicles parked on FOUNDATION COMMUNITIES premises or work sites are locations included within this prohibition. This policy applies even if the individual is licensed to carry a concealed handgun under the Texas Concealed Handgun Act. This prohibition does not apply to duly authorized peace officers or security personnel.

FOUNDATION COMMUNITIES reserves the right to conduct searches of all persons and property, including personal property, located on Organization premises or work sites. Entry onto FOUNDATION COMMUNITIES' premises or work sites constitutes consent to such searches. Written consent to such searches may also be required by FOUNDATION COMMUNITIES. The purpose of such searches is to determine whether any person is in possession of weapons in violation of this policy. When appropriate, such items discovered through the Organization's searches may be taken into custody and may be turned over to the proper law enforcement authorities.

It is FOUNDATION COMMUNITIES' sincere intention to keep its work environment safe. This is necessarily a team effort. It is every employee's obligation to inform his or her supervisor or manager of any suspicious workplace activity that he/she observes. Such activity can lead to workplace violence if it is not addressed.

NOTE: A threat need not be physical to be a violation of this policy. Any employee violating the Organization's anti-weapons and/or anti-violence policies is subject to immediate dismissal and possible criminal prosecution.

Required Attachments

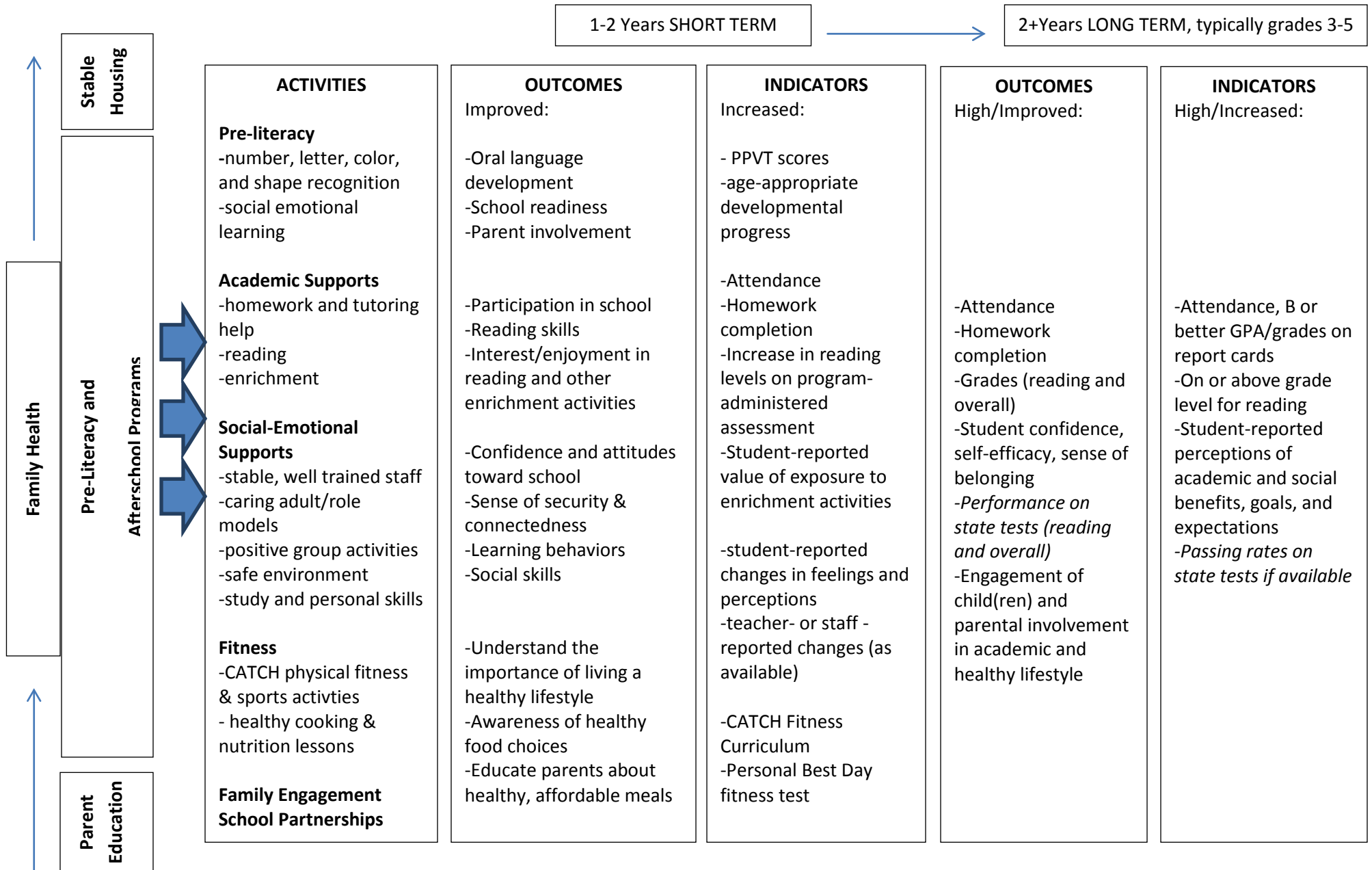


Logic Model



THEORY OF CHANGE

Foundation Communities can promote resilience and success in school for the low-income students served in its housing communities by providing supplemental academic assistance and social-emotional supports in out-of-school time with engaged teachers, program staff, and parents. Providing safe, free, consistent, high quality afterschool programming in the communities in which these students live will support improved academic achievement, and, in programs with high enrollments, benefit to schools/communities over time.



Section 0640

Program Performance Measures and Goals



Section 0640

Program Performance Measures and Goals

OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	80	315	395

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	180	390	570

OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Number of PATHS participants who read on grade level by the end of the school year	316
Total number of PATHS participants	395
Percentage of PATHS participants who read on grade level by end of the school year	80%

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
Number of PATHS participants who are promoted/progress to the next academic grade level at the end of the school year	355
Total number of PATHS participants	395
Percentage of PATHS participants who are promoted to the next grade level at the end of the school year	90%

Total Program Performance – OUTCOME # 3 (Proposed)	Total Program Annual Goal
Number of PATHS participants who achieve an overall GPA of B or better	335
Total number of PATHS participants	395
Percentage of PATHS participants who achieve an overall GPA of B or better	85%

Total Program Performance – OUTCOME #4 (Proposed)	Total Program Annual Goal
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Section 0640
Program Performance Measures and Goals

Number of Pre-Literacy program participants who improve in oral language development	42
Total number of Pre-Literacy program participants	50
Percent of Pre-Literacy program participants who improve in oral language development	85%

MOUs



Child and Adult Care Food Program
**Permanent Agreement Between Sponsoring
Organization and Child Care Facility**

Name of Sponsoring Organization	Program No.
CitySquare, formally Central Dallas Food Pantry, Inc	TX - 057-0451
Address of Sponsoring Organization (Street, City, State, ZIP)	
409 N Haskell Dallas TX 75246	
Name of Child Care Facility	
Foundation Communities Vintage Creek	
Physical Address of Child Care Facility (Street, City, State, ZIP)	County Name
7224 Northeast Dr. Austin, TX. 78723	Travis
Mailing Address of Child Care Facility, if different from physical address (Street, P.O. Box, City, State, ZIP)	

Agreement

This permanent agreement specifies the rights and responsibilities of the above named Sponsoring Organization (Sponsor) and the child care facility (Facility) as participants in the Child and Adult Care Food Program (CACFP). By signing this permanent agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated. The Sponsor may terminate the permanent agreement for cause, convenience or mutual consent; or solely by the facility without cause or mutual consent.

Rights and Responsibilities of the Sponsor

The Sponsor agrees to:

1. Train child care facility staff according to CACFP requirements.
2. Provide technical assistance when problems are cited during monitoring visits, upon request from the facility, and as needed, and scheduled at a time and place convenient to the facility staff.
3. Provide CACFP record-keeping forms to the facility at no charge, and ensure the facility maintains records on-site according to CACFP record-keeping requirements.
4. Disburse any reimbursement payments, including advance payments, for meals to the facility within five working days of receipt of payment from Texas Department of Agriculture (TDA) for the corresponding claim period.
5. Make no charge whatsoever to the facility for CACFP services.
6. Retain no more than 15% of the CACFP reimbursement (excluding cash-in-lieu) for allowable administrative costs.
7. Ensure that all personnel employed by the facility are properly trained, supervised, and monitored for compliance with CACFP requirements.
8. Ensure that all meals served to the facility are properly documented and recorded in the facility's records.
9. Ensure that all meals served to the facility are properly documented and recorded in the facility's records.
10. Ensure that all meals served to the facility are properly documented and recorded in the facility's records.
11. Ensure that all meals served to the facility are properly documented and recorded in the facility's records.
12. Conduct announced and unannounced monitoring reviews of the facility's food program operation according to CACFP requirements during the facility's normal hours of operation, including weekends, if applicable.
13. Submit the application (Form H1538) and any amendments on behalf of the facility to TDA in a timely manner.
14. Ensure the child care facility maintains a current license, if applicable.
15. Ensure an At-Risk Afterschool Care Center or Emergency Shelter maintains a current license or written verification of exemption from the Texas Department of Family and Protective Services (DFPS), if applicable.
16. Ensure that no person acting in any capacity on behalf of the Sponsor will enter any child care facility when participants are present, if the person has been convicted of a felony or misdemeanor classified as an offense against the person or the family, or public indecency, or a felony violation of any statute intended to control the possession or distribution of a substance included in the Texas Controlled Substance Act (Article 4476-15, Vernon's Texas Civil Statutes).
17. Notify the child care facility in writing when terminating this permanent agreement to participate in the CACFP. The Sponsor will give 30 days notice in writing when terminating without mutual consent. If the health or safety of a participant is at risk, the Sponsor may terminate the permanent agreement without prior notice.

18. Immediately inform the health or licensing authority of any situation existing in child care facilities that would threaten the health or safety of participants in attendance.
19. Ensure policies and procedures do not exclude or limit participation, benefits or activities of a facility on the basis of race, color, national origin, sex, age or disability.
20. Take reasonable steps to provide and ensure services and information, both orally and in writing, are available to the facility in appropriate languages other than English.
21. Accept final administrative responsibility for ensuring the facility takes reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English.
22. Review the purchased meal vendor according to CACFP requirements, if the facility contracts for meals.

Rights and Responsibilities of the Child Care Facility

The facility agrees to:

1. Record daily the:
 - a. menus, food items and quantity used to serve children;
 - b. meal type and meal count (taken at the point of service) served to each child; and
 - c. number of enrolled/participating children in attendance.
2. Claim only meals actually served during approved meal service times to children who are enrolled (or participate in an At-Risk Afterschool Care Center, Outside-School-Hours Child Care programs or reside in an Emergency Shelter) in child care, in attendance and participating in the meal service.
3. Serve meals that meet the current CACFP requirements for the ages of the children served.
4. Ensure that food is prepared and served in amounts sufficient for each enrolled child to have one reimbursable meal/snack at each meal service.
5. Notify the Sponsor immediately if there is any change in the meal service, including days, times, and/or types of meals served.
6. Notify the Sponsor immediately of the names of children added or deleted from the child care enrollment. (Not applicable to At-Risk Afterschool Care Centers, Emergency Shelters and Outside-School-Hours Care facilities.)
7. Receive mandatory CACFP training prior to program participation and annually thereafter as required by TDA and the Sponsor.
8. Allow representative of the Sponsor, TDA, USDA and other state and federal officials to enter the facility, announced or unannounced, to review CACFP operations and records during normal hours of child care operation. Individuals making such reviews must show photo identification of their employment with one of these entities.
9. Notify the Sponsor immediately if there is any change in the facility's licensing/approval status.
10. Serve meals to all children without regard to race, color, national origin, sex, age or disability.
11. Serve snacks free of charge to all children participating in an At-Risk Afterschool Care Center.
12. Serve snacks free of charge to all eligible children residing in an Emergency Shelter.
13. Meet nutritional, health and sanitary code requirements applicable to food service delivery.
14. Maintain records on file according to CACFP record keeping requirements.
15. Obtain prior written approval from TDA before transferring to another Sponsor within the program year. Termination of this permanent agreement during the program year does not constitute approval to transfer to another Sponsor. If the facility terminates this permanent agreement and wants to participate in the CACFP again during the same program year, the facility may only participate with its current Sponsor unless the transfer is approved by TDA. Exceptions: Each year a facility may transfer to a different Sponsor without TDA approval, if otherwise eligible to participate in the CACFP, by signing a permanent agreement with a new Sponsor between June 1 and September 30 to become effective on the following October 1. Additionally, a facility may terminate this permanent agreement with its current Sponsor, with proper notice as outlined in number 17 above, and apply to participate with TDA at any time during the year.

Certification

We, the undersigned, do hereby make and enter into this contract. By so doing, we do certify that the information contained in this document to be true and correct to the best of our knowledge and is provided for the purpose of obtaining federal financial assistance. We do mutually agree to comply with the CACFP federal regulations (7 CFR, Part 226, as amended), Uniform Federal Assistance Regulations (7 CFR, 3015, as amended), and state policies and procedures as issued and amended by TDA. The Facility does further agree to perform as described in its application for participation in the CACFP (including approved amendments to the application). We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Effective from: February 1, 2011 until terminated.


Signature - Child Care Facility Representative

1/24/2011
Date


Signature - Sponsoring Organization Authorized Representative

1-24-11
Date

For TDA Use Only

Child and Adult Care Food Program
**Permanent Agreement Between Sponsoring
Organization and Child Care Facility**

Name of Sponsoring Organization	Program No.
CitySquare	TX – 057-0451
Address of Sponsoring Organization (Street, City, State, ZIP)	
511 N. Akard St., Suite 302 Dallas, TX. 75201	
Name of Child Care Facility	
Foundation Communities MStation	
Physical Address of Child Care Facility (Street, City, State, ZIP)	County Name
2905 E. MLK Jr. Austin, TX. 78702	Travis
Mailing Address of Child Care Facility, if different from physical address (Street, P.O. Box, City, State, ZIP)	

Agreement

This permanent agreement specifies the rights and responsibilities of the above named Sponsoring Organization (Sponsor) and the child care facility (Facility) as participants in the Child and Adult Care Food Program (CACFP). By signing this permanent agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated. The Sponsor may terminate the permanent agreement for cause, convenience or mutual consent; or solely by the facility without cause or mutual consent.

Rights and Responsibilities of the Sponsor

The Sponsor agrees to:

1. Train child care facility staff according to CACFP requirements.
2. Provide technical assistance when problems are cited during monitoring visits, upon request from the facility, and as needed, and scheduled at a time and place convenient to the facility staff.
3. Provide CACFP record-keeping forms to the facility at no charge, and ensure the facility maintains records on-site according to CACFP record-keeping requirements.
4. Disburse any reimbursement payments, including advance payments, for meals to the facility within five working days of receipt of payment from Texas Department of Agriculture (TDA) for the corresponding claim period.
5. Make no charge whatsoever to the facility for CACFP services.
6. Retain no more than 15% of the CACFP reimbursement (excluding cash-in-lieu) for allowable administrative costs.
7. Ensure that all meals are served to enrolled children without regard to race, color, national origin, sex, age or disability.
8. Ensure that all meals claimed for reimbursement are those served to children who are properly enrolled and in attendance at the meal service.
9. Ensure that all meals claimed meet CACFP requirements.
10. Claim reimbursement for no more than two meals and one snack, or one meal and two snacks, per child per day. **Exception:** Emergency shelters may claim reimbursement for three meals or two meals and one snack per child per day.
11. Ensure Sponsoring Organization staff that conduct announced or unannounced monitoring reviews show photo identification to demonstrate they are employees of the Sponsor.
12. Conduct announced and unannounced monitoring reviews of the facility's food program operation according to CACFP requirements during the facility's normal hours of operation, including weekends, if applicable.
13. Submit the application (Form H1538) and any amendments on behalf of the facility to TDA in a timely manner.
14. Ensure the child care facility maintains a current license, if applicable.
15. Ensure an At-Risk Afterschool Care Center or Emergency Shelter maintains a current license or written verification of exemption from the Texas Department of Family and Protective Services (DFPS), if applicable.
16. Ensure that no person acting in any capacity on behalf of the Sponsor will enter any child care facility when participants are present, if the person has been convicted of a felony or misdemeanor classified as an offense against the person or the family, or public indecency, or a felony violation of any statute intended to control the possession or distribution of a substance included in the Texas Controlled Substance Act (Article 4476-15, Vernon's Texas Civil Statutes).
17. Notify the child care facility in writing when terminating this permanent agreement to participate in the CACFP. The Sponsor will give 30 days notice in writing when terminating without mutual consent. If the health or safety of a participant is at risk, the Sponsor may terminate the permanent agreement without prior notice.

18. Immediately inform the health or licensing authority of any situation existing in child care facilities that would threaten the health or safety of participants in attendance.
19. Ensure policies and procedures do not exclude or limit participation, benefits or activities of a facility on the basis of race, color, national origin, sex, age or disability.
20. Take reasonable steps to provide and ensure services and information, both orally and in writing, are available to the facility in appropriate languages other than English.
21. Accept final administrative responsibility for ensuring the facility takes reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English.
22. Review the purchased meal vendor according to CACFP requirements, if the facility contracts for meals.

Rights and Responsibilities of the Child Care Facility

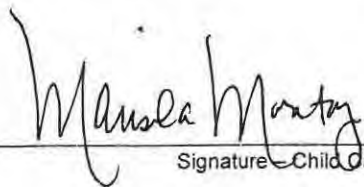
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3. Serve meals that meet the current CACFP requirements for the ages of the children served.
4. Ensure that food is prepared and served in amounts sufficient for each enrolled child to have one reimbursable meal/snack at each meal service.
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7. Receive mandatory CACFP training prior to program participation and annually thereafter as required by TDA and the Sponsor.
8. Allow representative of the Sponsor, TDA, USDA and other state and federal officials to enter the facility, announced or unannounced, to review CACFP operations and records during normal hours of child care operation. Individuals making such reviews must show photo identification of their employment with one of these entities.
9. Notify the Sponsor immediately if there is any change in the facility's licensing/approval status.
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11. Serve snacks free of charge to all children participating in an At-Risk Afterschool Care Center.
12. Serve snacks free of charge to all eligible children residing in an Emergency Shelter.
13. Meet all local health and sanitary code requirements applicable to food service delivery.
14. Participate with one Sponsor at a time.
15. Authorize the Sponsor to apply for participation in the CACFP on behalf of the child care facility.
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18. Maintain records on-site relating to the Program according to CACFP record-keeping requirements.
19. Obtain prior written approval from TDA before transferring to another Sponsor within the program year. Termination of this permanent agreement during the program year does not constitute approval to transfer to another Sponsor. If the facility terminates this permanent agreement and wants to participate in the CACFP again during the same program year, the facility may only participate with its current Sponsor unless the transfer is approved by TDA. **Exceptions:** Each year a facility may transfer to a different Sponsor without TDA approval, if otherwise eligible to participate in the CACFP, by signing a permanent agreement with a new Sponsor between June 1 and September 30 to become effective on the following October 1. Additionally, a facility may terminate this permanent agreement with its current Sponsor, with proper notice as outlined in number 17 above, and apply to participate with TDA at any time during the year.

Certification

We, the undersigned, do hereby make and enter into this contract. By so doing, we do certify that the information contained in this document to be true and correct to the best of our knowledge and is provided for the purpose of obtaining federal financial assistance. We do mutually agree to comply with the CACFP federal regulations (7 CFR, Part 226, as amended), Uniform Federal Assistance Regulations (7 CFR, 3015, as amended), and state policies and procedures as issued and amended by TDA. The Facility does further agree to perform as described in its application for participation in the CACFP (including approved amendments to the application). We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Effective from: October 1, 2011 until terminated.



Signature - Child Care Facility Representative

9/27/11

Date



Signature - Sponsoring Organization Authorized Representative

9-27-11

Date

For TDA Use Only

Approval - TDA Representative

Date

Child and Adult Care Food Program
**Permanent Agreement Between Sponsoring
Organization and Child Care Facility**

Name of Sponsoring Organization	Program No.
CitySquare	TX – 057-0451
Address of Sponsoring Organization (Street, City, State, ZIP)	
511 N. Akard St., Suite 302 Dallas, TX. 75201	
Name of Child Care Facility	
Foundation Communities Sierra Ridge	
Physical Address of Child Care Facility (Street, City, State, ZIP)	County Name
201 W. St. Elmo Austin, TX. 78744	Travis
Mailing Address of Child Care Facility, if different from physical address (Street, P.O. Box, City, State, ZIP)	

Agreement

This permanent agreement specifies the rights and responsibilities of the above named Sponsoring Organization (Sponsor) and the child care facility (Facility) as participants in the Child and Adult Care Food Program (CACFP). By signing this permanent agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated. The Sponsor may terminate the permanent agreement for cause, convenience or mutual consent; or solely by the facility without cause or mutual consent.

Rights and Responsibilities of the Sponsor

The Sponsor agrees to:

1. Train child care facility staff according to CACFP requirements.
2. Provide technical assistance when problems are cited during monitoring visits, upon request from the facility, and as needed, and scheduled at a time and place convenient to the facility staff.
3. Provide CACFP record-keeping forms to the facility at no charge, and ensure the facility maintains records on-site according to CACFP record-keeping requirements.
4. Disburse any reimbursement payments, including advance payments, for meals to the facility within five working days of receipt of payment from Texas Department of Agriculture (TDA) for the corresponding claim period.
5. Make no charge whatsoever to the facility for CACFP services.
6. Retain no more than 15% of the CACFP reimbursement (excluding cash-in-lieu) for allowable administrative costs.
7. Ensure that all meals are served to enrolled children without regard to race, color, national origin, sex, age or disability.
8. Ensure that all meals claimed for reimbursement are those served to children who are properly enrolled and in attendance at the meal service.
9. Ensure that all meals claimed meet CACFP requirements.
10. Claim reimbursement for no more than two meals and one snack, or one meal and two snacks, per child per day. **Exception:** Emergency shelters may claim reimbursement for three meals or two meals and one snack per child per day.
11. Ensure Sponsoring Organization staff that conduct announced or unannounced monitoring reviews show photo identification to demonstrate they are employees of the Sponsor.
12. Conduct announced and unannounced monitoring reviews of the facility's food program operation according to CACFP requirements during the facility's normal hours of operation, including weekends, if applicable.
13. Submit the application (Form H1538) and any amendments on behalf of the facility to TDA in a timely manner.
14. Ensure the child care facility maintains a current license, if applicable.
15. Ensure an At-Risk Afterschool Care Center or Emergency Shelter maintains a current license or written verification of exemption from the Texas Department of Family and Protective Services (DFPS), if applicable.
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Effective from: October 1, 2011 until terminated.



Signature – Child Care Facility Representative

1/24/2011

Date



Signature – Sponsoring Organization Authorized Representative

1-24-2011

Date

For TDA Use Only

Approval –TDA Representative

Date

Child and Adult Care Food Program
**Permanent Agreement Between Sponsoring
Organization and Child Care Facility**

Name of Sponsoring Organization	Program No.
CitySquare	TX – 057-0451
Address of Sponsoring Organization (Street, City, State, ZIP)	
511 N. Akard St., Suite 302 Dallas, TX. 75201	
Name of Child Care Facility <i>Sierra Vista</i>	
Foundation Communities @ <i>St. Elmo Elementary</i>	
Physical Address of Child Care Facility (Street, City, State, ZIP)	County Name
<i>4320 Congress</i> 600 West St Elmo Rd Austin, TX. 78745	Travis
Mailing Address of Child Care Facility, if different from physical address (Street, P.O. Box, City, State, ZIP)	

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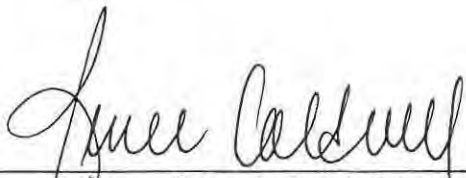
Effective from: October 1, 2011 until terminated.



Signature – Child Care Facility Representative

10/4/2011

Date



Signature – Sponsoring Organization Authorized Representative

10-6-11

Date

For TDA Use Only

Approval –TDA Representative

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HEALTH & HUMAN SERVICES COMMISSION
AND
FOUNDATION COMMUNITIES
FOR
Online Community-Based Application Assistance Services through the YourTexasBenefits.com
For
Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families,
Medicaid, CHIP, Long-Term Care Services programs**

THIS Memorandum of Understanding (the "MOU") is entered into between the HEALTH AND HUMAN SERVICES COMMISSION ("HHSC"), an administrative agency within the executive department of the State of Texas with its central office at 4900 North Lamar Boulevard, Austin Texas, 78751 and Foundation Communities ("CP") having an office at 3036 S. 1st Street, Austin, TX, 78704, for the purpose of assisting with online community-based application assistance in connection with the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medicaid, Long-term Care Services program (LTC), and Children's Health Insurance Programs (CHIP). HHSC and CP may be referred to in this agreement individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of the Community Partner Program is to strengthen community partnerships with organizations that assist people in applying for social service programs using the online application. The CP project will help increase awareness and utilization of online applications and case information that will build efficiencies and benefits for the people, the state and community partners.

II. GOALS

The Online Application Assistance project aims to:

- Strengthen community relationships;
- Work together to provide information and support;
- Provide report and tracking capabilities to community partners;
- Facilitate the application process for people;
- Increase access for people through the Internet reducing the need to go to offices;
- Increase access to the online application and/or provide application assistance through local organizations;
- Streamline the eligibility process;
- Reduce data entry for HHSC staff; and
- Complete online applications to facilitate eligibility determinations.

III. AUTHORITY

HHSC is authorized to disclose confidential information from SNAP, TANF, Medicaid, and CHIP programs based upon client consent and/or as permitted by 7 C.F.R. Section 272 (SNAP); 45 C.F.R. Section 205.50 (TANF); 42 C.F.R. Section 431.300 et. Seq. (Medicaid); 42 C.F.R. Section 457.1110 (CHIP).

IV. AGREEMENT

Foundation Communities, located at 3036 S. 1st Street, Austin, TX, 78704, *and its legal affiliates*, agree to serve as an access point for applicants and recipients of Health and Human Services benefits programs. *Community Partner agrees to provide HHSC with a list of its legal affiliates and affiliate staff and volunteers; and agrees to ensure affiliates adhere to the MOU agreement.* For purposes of this agreement, Health and Human Services benefits programs include the Medicaid program, Children's Health Insurance Program (CHIP), the Supplemental Nutrition Assistance Program (SNAP), the Temporary Assistance to Needy Families (TANF) program, the Long-term Care Services program (LTC) and any other public assistance benefits program for which an individual may complete an online application through the YourTexasBenefits.com website.

V. PARTNER LEVELS

The CP and its affiliates agree to provide at least one of the following level(s) of Service as approved by HHSC:

Level I CP (Self Service Site)

The CP will provide access to a computer with an internet connection to applicants and recipients seeking to apply online for HHSC social service programs (such as SNAP, TANF, Medicaid, CHIP and LTC) using the Your Texas Benefits website. The Community Partner can agree to provide any of the following additional resources to applicants and recipients: printer, copy machine, fax machine, telephone, and/or document scanner. In providing Level I Services, the CP is acting on behalf of the applicant or recipient and not on behalf of HHSC. The CP may not access information from the "YourTexasBenefits.com" website for the benefit of the CP.

Level II CP (Assistance Site)

The CP will provide access to a computer with an Internet connection to applicants and recipients seeking to apply online for HHSC social service programs (such as SNAP, TANF, Medicaid, CHIP and LTC) using the Your Texas Benefits website. With applicant/recipient consent, the CP will provide staff and/or volunteers to assist recipients and applicants with understanding and completing the online application process. Level II Community Partners that have received specific additional HHSC training and authorization, may help research the client's case status information. This research is done using a Community Partner inquiry function of the Self Service Portal with log-on information supplied by the client. This service will assist clients to determine where in the process their current application is, the benefits they are currently receiving and when their benefit program started or will end. The Community Partner can agree to provide any of the following additional resources: printer, copy

machine, fax machine, telephone, and/or document scanner. The CP will provide assistance and access to a computer after receiving written consent from the applicant or recipient on an HHSC approved form. In providing Level II Services, the CP is acting on behalf of the applicant or recipient and not on behalf of HHSC. The CP may not access information from the "YourTexasBenefits.com" website for the benefit of the CP.

VI. HHSC STATEMENT OF DUTIES:

HHSC, in support of the community partners that assist people in applying for benefits through this MOU, will provide to the CP:

- a) Initial training and training updates as needed on use of the Your Texas Benefits online application web site, for Level II application assistance and case management functions, general information about the HHSC benefit programs, information security, training on confidentiality and any other appropriate training determined necessary by the HHSC;
- b) The standards and process for certifying staff and volunteers providing application assistance;
- c) Materials such as the HHSC signage, applications, brochures, etc.; and access to support for website issues, application questions and client case issue resolution;
- d) Identification of the CP via the Your Texas Benefits public Internet web page as a Community Partner willing to assist applicants or recipients as a Self Service Site or an Assistance Site; and
- e) Provide a process for CPs to request information and technical support.

VII. CP STATEMENT OF DUTIES:

a) Service Duties.

The CP, in support of the HHSC's efforts to provide awareness of and access to social service programs through the YourTexasBenefits.com website will:

- i) At no cost, provide applicants and recipients access to a computer with an Internet connection; and assist applicants and recipients in applying for the HHSC social service programs if the CP provides Level II assistance services;
- ii) Prominently display appropriate HHSC benefit materials such as HHSC signage, applications, brochures, etc.;
- iii) Ensure all employees, agents, staff, volunteers, or subcontractors acting on behalf of the CP in providing Services, are trained and annually retrained on use of the Your Texas Benefits online application web site, Application/Case assistance for Level II services (as applicable), general information about the HHSC benefit programs, information security, confidentiality and any other appropriate training determined necessary by the HHSC;
- iv) Refer people to other public assistance programs, as available;

- v) Allow the HHSC access to monitor partner sites and activities for compliance to the rules of this MOU;
- vi) For Level II CPs, the CP will obtain applicant consent on a signed and valid H0926-CP-AA/H0926-CP-CA, Sharing Facts About Me and My Case form. ; and
- vii) Retain records for seven years of applicant consent and lists of employees, volunteers or staff authorized to access or assist applicants to access the yourtexasbenefits.com Self Service Portal.

b) Compliance Duties.

- i) To the extent applicable, the CP is responsible for compliance with all laws, regulations, and administrative rules that govern the performance of the Services including, but not limited to, all State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements, and licensing provisions.
- ii) To the extent applicable, the CP agrees to assure each of its employees, agents, volunteers or subcontractors who provide Services under the MOU are properly licensed, certified, and/or have proper permits to perform any activity related to the Services and will monitor to ensure all trainings and certifications requirements are met.
- iii) To the extent applicable, the CP warrants that the Services comply with all applicable Federal, State, and County laws, regulations, codes, ordinances, guidelines, and policies. The CP will indemnify the HHSC from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from or in connection with the CP's failure to comply with or violation of any such law, regulation, code, ordinance, or policy.
- iv) The CP will monitor all staff that have access to confidential information and ensure that all confidential information is accessed only with signed client consent. The CP will retain the signed H0926-CP-AA/H0926-CP-CA, Sharing Facts About Me and My Case client consent form for seven years. It is a breach of the Agreement and a breach of confidential information for any person other than the client, to access confidential information without such signed consent.

c) Security and Confidentiality Duties.

- i) Neither the CP nor the HHSC are the Business Associate of the other, as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d, et seq., and regulations adopted under that act. The CP is solely acting on behalf of the people it provides Level II Services to, based on the consent of those individuals described above.
- ii) The CP acknowledges that the information it receives based on individual consent for assistance for Level II services is highly confidential and sensitive. Certain HHSC information may also be highly confidential. The CP agrees that the CP, its staff, employees, agents, volunteers and subcontractors providing Services on the CP's behalf under this agreement will treat all individual and HHSC information received as confidential to the extent that confidential treatment is provided under law and regulations if held by the HHSC.

- iii) The CP will access, maintain, retain, modify, record, store, destroy, or otherwise hold, use, or disclose confidential information only in a secure fashion. For purposes of this Agreement, a secure fashion means that the confidential information is rendered unusable, unreadable, or indecipherable to unauthorized persons by either encryption or destruction such that the confidential information cannot be read or otherwise reconstructed. For example the CP will require and ensure all browser activity and history be cleared and deleted between each applicant or recipient the CP assists under Level I or Level II Services, and all paper copies of applicant or recipient information is adequately private and secure.
- iv) The CP will immediately report to the HHSC any actual, potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of confidential information, which has the potential for jeopardizing the confidentiality, integrity or availability of the confidential information (collectively an "incident"). The CP will cooperate fully with the HHSC in addressing any such unauthorized acquisition, access, use or disclosure, or suspected or potential unauthorized acquisition, access, use or disclosure of confidential information to the extent and in the manner determined by the HHSC. The obligation of the CP in this regard begin at the discovery of an Incident and continues as long as related activity continues, until all effects of the incident are mitigated, to the HHSC's satisfaction.
- v) The CP will ensure its officers, directors, employees, agents, subcontractors and volunteers are adequately trained and educated and periodically retrained on the importance of protecting confidential information and promptly reporting any Incident.
- vi) The CP acknowledges any and all unauthorized disclosures or uses of applicant and recipient confidential information or the HHSC's confidential information may cause immediate and irreparable harm to individuals or the HHSC and may constitute a violation of State or federal laws. If the CP, its employees, volunteers, subcontractors, or agents should use or disclose such confidential information to others without authorization, the HHSC will immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

VIII. CIVIL RIGHTS

To the extent applicable, the CP agrees to comply with state and federal anti-discrimination laws, including without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
 - The HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- a) The CP agrees to comply with all applicable amendments to the above-referenced laws, and all applicable requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national

origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b) To the extent applicable, the CP agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting the CP from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of people in its programs, benefits, or activities on the basis of national origin. The CP agrees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.
- c) The CP agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin.
- d) The CP agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- e) The CP agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- f) Upon request, the CP will provide the HHSC with copies of all of the CP's civil rights policies and procedures.
- g) The CP must notify the HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

IX. MUTUAL RESPONSIBILITIES

The HHSC and the CP will communicate as necessary to successfully manage this agreement. They will work in good faith together to fulfill the purpose of this agreement in assisting people in accessing social service programs through the self-service portal.

X. TERM OF AGREEMENT

This MOU is effective from execution through January 31st, 2016 and may be extended by mutual agreement.

XI. TERMINATION OF AGREEMENT

Termination Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice to the other party.

Notice of Breach and Termination for Cause. In the event of a party's failure to comply with a term of this MOU, the non-breaching party will provide notice to the breaching party of the breach. Upon thirty (30) days after such notice, if such breach is not cured to the non-breaching party's satisfaction, the non-breaching party may proceed to termination by serving a notice of termination upon the breaching party, which shall immediately terminate this MOU.

A breach of Social Security Number, client information, confidentiality, and/or security requirements will be cause for immediate termination of the agreement.

Nonwaiver. Failure of either party to insist on performance of any term or condition of this MOU or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

XII. NOTICES

All written notices, requests and communications, unless specifically required to be given by a specific method, may be sent to the address or telefacsimile number set forth below, by one of the following methods: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission. Either party may at any time give notice in writing to the other party of a change of address or telephone or telefacsimile number.

To the CP:

Foundation Communities
Julian Huerta, Deputy Executive Director
3036 S. 1st Street
Austin, TX, 78704
Telephone: (512)447-2026
Telefacsimile: (512)447-9025
E-Mail: julian.huerta@foundcom.org

To the HHSC:

Texas Health and Human Services Commission
Kimberly Tolbert
909 W45th Street, Bldg. 5, MC: 2077
Austin, Texas 78751
Telephone: 512-206-5667
Telefacsimile: 512-206-5538
Email: kimberly.tolbert@hhsc.state.tx.us

XIII. GENERAL TERMS

Amendments. This MOU may be amended or modified by the consent of both parties at any time during its term. Amendments to this MOU must be in writing and signed by the HHSC and the CP. No change in, addition to, or waiver of any term or condition of this MOU shall be binding on the HHSC unless approved in writing by an authorized representative of the HHSC.

XIV. ASSIGNMENT

Neither party shall assign any right, benefit or duty under this MOU without the other party's prior written consent.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

By: _____

NAME: Liz Garbutt

TITLE: Associate Commissioner
Community Access and Services

Date _____

3/18/14

FOUNDATION COMMUNITIES

By: _____

NAME: Julian Huerta

TITLE: Deputy Executive Director

Date _____

2/4/14



COUNSELING | EDUCATION & WORKFORCE | HOUSING | YOUTH DEVELOPMENT

LETTER OF AGREEMENT

This letter serves as an agreement between **Sierra Ridge and Sierra Vista Learning Centers – Foundation Communities** and the Next Step Program of **LifeWorks**.

LifeWorks agrees to provide the following services to the Learning Center:

1. curriculum-based support groups for youth utilizing the "Kids' / Youth Connection" curriculum developed by Rainbow Days, Inc. *Kids' / Youth Connection is a research-based substance abuse prevention program that teaches youth skills in the areas of communication, decision-making, handling peer pressure, and refusing offers to engage in harmful behaviors. Such groups are contingent on availability of appropriate space to hold meetings, and the availability of a trained LifeWorks group facilitator to conduct the meetings. Written parental consent for participation in the groups is required, utilizing consent forms that have been developed by LifeWorks to meet requirements of funders, our accreditation agency, and various legal entities;*
2. activities to youth and their families that assist participants in engaging in positive social, cultural and recreational activities with their peers and family members and in mastering new skills. *Examples include community activities/events, community health fairs, athletic and recreational activities, cultural events and activities, adventure oriented activities, artistic/theater activities, mentoring, tutoring, community service projects, and social outings/events;*
3. information and referral services, as needed, to assist Learning Center personnel in identifying community resources to address areas of concern for youth, parents and family, and staff as they arise; and
4. information dissemination activities, as needed or requested, to provide youth, parents and family, and staff with accurate information about issues related to substance abuse, prevention and positive youth development. Such activities may be provided through presentations and/or distribution of written materials.

These services will be available to the Learning Center during the summer of 2013 (June – August 2013). The purpose of these services is to provide education and skills training that will help youth, parents and family, and other adults increase their knowledge about substance abuse, risk factors, protective factors, resiliency, and asset development.

Sierra Ridge and Sierra Vista Learning Centers – Foundation Communities agrees to:

1. allow LifeWorks staff to provide support groups for the youth whose parents/guardians have signed consent forms;
2. allow LifeWorks staff to provide activities;
3. facilitate communication with parents/guardians regarding the enrollment of youth in support groups (e.g. distribution and collection of parent letter and consent form to participate in group). **Sierra Ridge/Sierra Vista Learning Center – Foundation Communities** will not be asked to provide any confidential information to LifeWorks;
4. allow site visits by program staff, administrators, or funders in order to provide oversight for program activities and monitor implementation; and
5. provide adequate space in which to hold group meetings and/or activities during hours of operation.

Both entities agree to follow all applicable laws regarding obtaining written parental consent for participation in individualized services or evaluation activities.

Funding from the Texas Department of State Health Services (DSHS) allows LifeWorks to provide these services free of charge. This agreement is for the period of June 1, 2013 through August 31, 2013.

Sierra Ridge/Sierra Vista Learning Center Director,
Foundation Communities

LifeWorks Executive Director

Date of signature

Date of signature



COLLABORATIVE AGREEMENT: FALL 2011

Parties to this Agreement:

WeViva, represented by Carolyn Haney, Executive Director

Foundation Communities, represented by Karinna Pérez Cantú, St. Elmo Neighborhood Project Coordinator

For the five week session beginning the week of November 7, 2011

WeViva agrees to the following:

- To provide a fitness class every Thursday (with the exception of Thanksgiving Day) at 7:00pm, ending on December 15, 2011
- To recruit and pay fitness trainers
- To provide music uninterrupted by commercials
- To make phone calls to remind participants about classes and in the event of a cancelled or rescheduled class
- To use Foundation Communities' standard sign in sheet for all classes
- To share client information, surveys, goals, evaluations, and a final report with Foundation Communities

Foundation Communities agrees to the following:

- To provide the space, a CD Player with speakers, and one staff member for the building
- To provide a staff member for childcare
- To conduct outreach to community members and recruit participants for all classes
- To ensure that all participants will sign a standard waiver before participating in fitness classes
- To print and distribute calendars that will display the class schedule
- To provide sign in sheets
- To pay \$205 for this five week session which includes payment for the instructor, WeViva representative at each class and WeViva's time for phone call reminders

Either party may terminate this agreement by giving thirty days notice to the other party.

Signatures of Agreement

Carolyn Haney, WeViva

Date _____

____ Karinna Perez Cantu _____

Date: _____

Karinna Pérez Cantú, Foundation Communities

Monitoring Reports





City of Austin Health and Human Services Department

Community Services Division
P.O. Box 1088
Austin, Texas 78767

Walter Moreau,
Executive Director
Foundation Communities, Inc.
3036 South First Street, Suite 200
Austin, Texas 78704

February 20, 2014

Re: 2013 Agency Site Visit – Annual Onsite Monitoring Review

Dear Mr. Moreau:

On October 23, 2013, the City of Austin Health and Human Services Department (HHSD) conducted a site visit at Foundation Communities, 3036 South First Street, in Austin, TX. Julian Huerta, *Director of Programs*, and Kelsey Hitchingham, *Grant Administrator*, represented Foundation Communities during the visit. Natasha Ponczek Shoemake, *Homeless Services Coordinator*, and Dawn Perkins Buhler, *PSH Planner*, represented the Health and Human Services (HHSD) Community Based Resources (CBR) Unit during the site visit. The primary purpose was to perform an annual onsite monitoring review.

On December 17th, 18th, and 20th, 2013, the City of Austin conducted client file reviews at Arbor Terrace, M Station, and the Community Tax Center (on W. Stassney Lane) in Austin, Texas. Dawn, Kelsey, and Natasha were joined by Tim Miles, *Director of Supportive Services*, Mario Cortez, *Director of Supportive Housing*, and Karen Serna, *Director of Asset Building Programs*.

Foundation Communities made the following documents available for CBR review on October 23rd:

- General Ledger for Community Tax Centers – May 1, 2013 – June 30, 2013
- Labor Distribution for Community Tax Centers - May 10, 2013 – 6/14/2013
- General Ledger for M Station – June 1, 2013 – June 30, 2013
- Back-up documentation for M Station Pay Requests
- General Ledger for Arbor Terrace – May 1, 2013 – June 30, 2013
- Back-up documentation for Arbor Terrace Pay Requests
- MOU between Foundation Communities and Lone Star Circle of Care for Arbor Terrace
- Employment Policy Handbook

I. FINANCIAL REVIEW

The *Financial Review* section of the On-Site Review Checklist was used for this site visit. A copy of the On-Site Review Checklist was sent to Foundation Communities prior to the October 8, 2013 site visit. Brief responses to the *Financial Review* questions are listed below.

- A. Yes, financial documentation did match the reimbursement requests.
- B. Yes, there is sufficient progress in spending/requesting funds to meet the goals.
- C. N/A, advanced funds are not issued.
- D. Yes, documentation exists to support expenditures.
- E. Yes, the contractor maintains records that indicate monthly bank reconciliations.
- F. N/A, the contractor does not earn interest.
- G. N/A, contractor does not earn program income.

- H. Yes, the direct service cost appears to be reasonable and eligible.
- I. N/A, no procumbent procedures were followed (the City is only paying for salaries).
- J. Yes, then administrative costs appear to be reasonable under contract terms.
- K. Yes, records are maintained that indicate how administrative costs are used.
- L. N/A, there are no additional grant requirements.

II. PERFORMANCE REVIEW

The *Performance Review* section of the On-Site Review Checklist was used for this site visit. A copy of the On-Site Review Checklist was sent to BCDC prior to the October 8, 2013 site visit. Brief responses to the *Performance Review* questions are listed below.

- A. Yes, written materials, project files, and staff interviews indicate that contract activities are consistent with the terms/provisions.
- B. Yes, there is documentation to verify reported results for specific performance goals.
- C. Yes, samples of the files indicate proper documentation is maintained.
 - i. Five client files were reviewed for the **Community Tax Centers and Asset Building Program** and met all eligibility guidelines.
 - ii. Five client files were reviewed for **Arbor Terrace** and met all eligibility guidelines.
 - 1. Because Caritas of Austin provides the case management, income and homeless eligibility were found in Caritas files. FC files contained homeless certification and income eligibility for the CoC contracts. Chronically Homeless back-up documentation was also found in the Caritas files.
 - iii. Five client files were reviewed for **M Station** and met all eligibility guidelines. However, there were **two issues** that need management attention.
 - 1. We found five different homeless eligibility forms. Though they all met the guidelines and provided the necessary information, we suggest merging these five documents into one FC Homeless Eligibility Form.
 - 2. Additionally, it was not initially clear that the number of homeless families represented the amount of City funding (17.54%), since NHCD changed their funding requirements from homeless to extremely low income. Though we were able to find a representative population sample (five files), it's important that 17.54% of families at M Station are in fact homeless.
- D. N/A, there are no additional grant requirements.

III. ADMINISTRATIVE REVIEW

The *Administrative Review* section of the On-Site Review Checklist was used for this site visit. A copy of the On-Site Review Checklist was sent to BCDC prior to the October 8, 2013 site visit. Brief responses to the *Administrative Review* questions are listed below.

- A. Yes, adequate records have been retained for appropriate time. BDCD fiscal policies require a seven year retention period.
- B. Yes, the contractor is not influenced by outside pressure or contractor relationships with special interest groups.
- C. Yes, all policies were posted or present.
- D. Yes, all employee files maintained appropriate documentation. Three employee files were reviewed and all met qualifications. The I9s and IDs are kept in a separate location.
- E. N/A, the contractor does not work with sub-contractors.
- F. N/A, the contractor does not work with sub-contractors and thus no agreements were signed.
- G. Yes, additional grant requirements were met.

IV. PRIOR MONITORING RESULTS

The *Prior Monitoring Results* section of the On-Site Review Checklist was used for this site visit. A copy of the On-Site Review Checklist was sent to BCDC prior to the October 8, 2013 site visit. Brief responses to the Prior Monitoring Results questions are listed below.

- A. Yes, signed Audit Board Minutes were returned in January 2013.
- B. N/A, there were no findings.
- C. The previous monitoring was free of findings. Two concerns were found, however: New financial procedures must be provided to City staff when they are approved by the Board and FY 2011 Audit Board Minutes were unsigned.
- D. N/A, there are no additional grant requirements.

V. PROGRAM OVERVIEW

Community Tax Centers (CTC)

- The CTCs have some new locations, such as Highland Mall (they are no longer at the Goodwill Community Center).
- They are also helping to enroll people into the new Affordable Care Act Health Insurance Exchange (though this is not funded by the City).
- The CTCs utilize over 50 certified volunteers and paid assistants.

Conclusion

After reviewing five files, the HHSD site visit of the Community Tax and Asset Building Program Center produced a favorable report of overall contract performance, client eligibility requirements, and program performance.

Arbor Terrace

- HHSD Funds are being used to pay for front desk staff at Arbor Terrace, integrated care via Lone Star Circle of Care (sub-contractor), and in home support via Family Eldercare.

Conclusion

After reviewing five files, the HHSD site visit of the Arbor Terrace Program produced a favorable report of overall contract performance, client eligibility requirements, and program performance. Some issues were found, however, though not significant. For example, some of the files were post-dated, but we learned that this was to match dates for FC's compliance reporting periods.

M Station

- The Children's Home Initiative (families housed at M Station) provides housing and services for families with income below 30% of area MFI. They are required to establish self-sufficiency goals and work with case manager toward goal attainment.

Conclusion

After reviewing five files, the HHSD site visit of the M Station Program produced a favorable report of overall contract performance, client eligibility requirements, and program performance. However, there are two areas that need management attention; consolidated homeless verification form and correct percentage of homeless families served per HHSD funding.

VI. OBSERVATIONS, RECOMMENDATIONS AND REQUIRED ACTIONS

Observation 1:

At M Station, five different homeless eligibility forms were found.

Recommendation 1:

Though all documents met the guidelines and provided the necessary information, we suggest merging these five documents into one FC Homeless Eligibility Form.

Observation 2:

At M Station, it was not initially clear that the number of homeless families represented the amount of City funding (17.54%), since NHCD changed their funding requirements from homeless to extremely low income.

Required Action:

Though we were able to find a representative population sample (five files), it's important that 17.54% of families at M Station are in fact homeless.

Observation 3:

FC did not provide signed board meeting minutes to show that the most recent audit was approved by the Board of Directors.

Required Action:

FC must provide signed board meeting minutes to show that the most recent audit was approved by the Board of Directors.

The signed minutes relating to approval of the audit are due to HHSD by no later than March 5, 2014 at 5pm.

VII. CONCLUSION

Based on the review of the financial, performance, and administrative documents and files, the City is confident that Foundation Communities meets the City of Austin's Social Service Contracts established guidelines and policies. However, two Observations require action (#s 2 & 3) and #3, in particular, needs a response no later than March 5, 2014 at 5pm.

We greatly appreciate your time and participation in this process and also appreciate the hard work and good faith effort to improve accountability in the use of City social service resources.

Sincerely,



Dawn Perkins Buhler, MA
Permanent Supportive Housing (PSH) Planner
Community Based Resources
Health and Human Services
City of Austin
Office: 512-972-5069

cc

Stephanie Hayden, Assistant Director for Community Services, HHSD
Robert Kingham, Manager, HHSD;
Natasha Ponczek Shoemake, Homeless Services Coordinator, HHSD;



Texas ACE PRIME Assessment

Foundation Communities/ 11-14-13/ Lauri Celli

The ACE PRIME Assessment (APA) is used to guide the grantee review process; it is organized around the four components of the PRIME Blueprint for Texas ACE: Program, Data, Fiscal, and Quality Assurance. The APA consists of several elements:

- Blueprint Task– Category of grantee responsibility for implementing the grant; based on grant requirements and best-practices. Red bold **CSF** indicates when a task is related to TEA's critical success model. You can find the model on MyTexasACE.org and as Appendix 1 of the Blueprint.
- Review Supporting Documentation – Listing of documents that should be used to support evidence of implementation and rating on implementation indicators. Some of the documentation is required to be in site visit binder and other documents are listed to provide ideas for additional documents that you need to substantiate your rating. The list is not exhaustive and grantees may produce other documents to support the implementation rating. Documents in **bold type** are required and are listed in Required Documents Table of the ACE Site Visit Protocol. Documents in **bold blue type** are required and have been referenced prior in the document in another category.
- Implementation Indicators – Characteristics of the successful implementation of the task congruent with TEA grant requirements and best practices.
- Ratings – Self/Grantee Assessment Ratings (0-4) are typically intended to be cumulative. For example, if you rate your performance at a level three, you must also demonstrate that you have completed levels 0, 1, and 2. In the cases of Tasks 3(B), 5(B), 7, and 10, the ratings are not cumulative and the grantee and SVL will each select the applicable indicators and then add the number of check boxes to rate the category.
- Ratings – Site Visit Lead (SVL) – The SVL will rate each sub-task with a high, medium, or low need for technical assistance rating. The SVL will base his or her ratings on a review of the grantee self-assessment, review of documentation in the binder, interviews, on-site observations and other factors which include but are not limited to funding reduction status; drawdown regularity; meeting student numbers, staff turnover and the status of the independent evaluation.
- Comments – Comments can be added by both grantee and SVL. Comments are not required for each task. Please use the comment field to clarify a rating; suggest a technical assistance activity or resource to support the grantee in program enhancement; or document a significant innovation for potential future use (i.e., in spotlight articles, conference presentations, peer pods).
- General Comments – this field at the end of this document can be used to highlight any significant areas of concern (i.e., no programming started, financial irregularities, etc.) and provide general guidance/feedback to the grantee for any other issues not addressed within the blueprint tasks. Both Grantee and SVL are welcome to use this section to add comments.

Grantees are expected to keep one binder with the appropriate documentation updated at least annually. We suggest that each grantee update their binder monthly or quarterly to ensure all required documentation is up to date and available in one location.

PROGRAM

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: 0 – 4 Self/Grantee: _____3_____	Rating: High, Medium, Low Need for TA TEA: Low
1. Community and Campus Needs Assessments (CSF 2)	<ul style="list-style-type: none"> • Campus needs assessment for each campus served by a Texas ACE Program • Documented process in place to conduct community and campus needs assessment annually or semi-annually • Documents used to gather information about the community and campus(es) such as surveys, interview records, meeting minutes and attendance rosters • Internal monitoring process describes Project Director reviewing each needs assessment and providing guidance when necessary • Inventory of existing services available from school programs • Campus Improvement Plan (if one exists) 	<ol style="list-style-type: none"> 0. No evidence of implementation. 1. Site Coordinators can demonstrate that data is gathered from a variety of sources including students (when appropriate), parents, teachers, school/district administrators, businesses, and community organizations; relying on published information (i.e., community surveys, internal monitoring data) whenever possible. 2. Data is gathered systematically using a variety of methods (i.e., surveys, interviews, meetings) as appropriate. 3. Needs have been analyzed and specific gaps between existing and needed services identified. 4. Needs information synthesized into coherent statement of the need for the program at the Center. 	Comments: <ul style="list-style-type: none"> • Significant Area of Concern • Technical Assistance Recommendations • Innovation 	
			Grantee Comments <ul style="list-style-type: none"> • Program site coordinators have worked on assessing the needs of their sites specifically. Some adjustments have been made in activity content, but overall program offerings are the same for Year 5 as in Year 4. We are working with more partners and other vendors to provide more support for social emotional learning and peer groups. 	SVL Comments <ul style="list-style-type: none"> • CIP's from campus incorporate FC or SC as part of their overall plan. Very thorough and thought out Operation plans, SCDP's. No indication of synthesized coherent statement of need for each center. Can be easily formalized from current information.

PROGRAM

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: 0 – 4 Self/Grantee: 3	Rating: High, Medium, Low Need for TA TEA: Low
2a. Communication, Outreach & Community Involvement	<ul style="list-style-type: none"> • Roster of Community Afterschool Task-Force (CAT) Members and their affiliations • Cycle 7 Grantees - Verification of Community Involvement based on approved NOGA • CAT recruitment notices • Documentation of CAT Meetings (meeting dates, attendance lists, agenda, minutes) • Documentation of CAT involvement in program promotion (correspondence, participation in meetings in the community, cross-promotion with the organizations with which members have an affiliation) 	<ol style="list-style-type: none"> 0. No evidence of implementation. 1. CAT membership is reflective of the community served. (Cycle 7 Grantees – Community Involvement participation, based on approved NOGA) 2. Active participation of members in project planning process. 3. Consistent and regular presence of members in meetings and activities. 4. Active participation of members with program development and expansion. 	Comments: <ul style="list-style-type: none"> • Significant Area of Concern • Technical Assistance Recommendations • Innovation 	
			Grantee Comments <ul style="list-style-type: none"> • We have continued to working on including more parents , community members in our focus groups, and for our community wide initiatives around health and wellness as well. 	SVL Comments <ul style="list-style-type: none"> • Impressive list of diverse community members listed on CAT. Documentation of meetings consists primarily of community members, whereby focus groups were held to discuss summer learning loss and how FC will combat that in the summer of 2014 – sustaining the programs after ACE funding is lost.

Special Note: The requirement for a Community Afterschool Task-Force is not applicable for Cycle 7 Grantees and thus the scoring matrix will be adjusted accordingly. Cycle 7 Grantees are required to verify Community Involvement based on approved grant application. Site Visit Lead will discuss and verify during PRIME Assessment Visit.

PROGRAM

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: 0 – 4 Self/Grantee: 3	Rating: High, Medium, Low Need for TA TEA: Low
2b. Communication, Outreach & Community Involvement (CSF 2)	<ul style="list-style-type: none"> Documentation of school and community* involvement (correspondence, outreach materials posted and distributed, participation in meetings in the community-dates, attendance lists, agenda, minutes) Project Plan (for reference) Sample outreach materials 	<ol style="list-style-type: none"> No evidence of implementation. Process exists for ongoing communication and coordination with the school community, including teachers, principal, other key school staff, parents, etc. Systematic steps exist for ongoing communication and coordination with the school and community and they are documented in the Project Plan. Regularly scheduled meetings are held to address school and school community issues and concerns. Documented actions taken to improve program based on school community feedback. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments <ul style="list-style-type: none"> This year, we have especially been working to connect more with the feeder schools. 2 of 3 of our current site coordinators are chairs on the CAC, which helps bridge that connection. In addition, schools have begun to provide cross training on reading strategies and social emotional learning so that our program staff benefit as well. 	SVL Comments <ul style="list-style-type: none"> Although challenged by being an off campus provider, FC has remarkable communication with school based staff as evidenced by interviews held during site visits.

* "School community" focuses on stakeholders involved with the Center including students, teachers, parents, administrators, volunteers, etc.

PROGRAM

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: 0 – 4 Self/Grantee: 3	Rating: High, Medium, Low Need for TA TEA: Low
3a. Implement Activity Types to Meet Needs and Grant Requirements (CSF 2)	<ul style="list-style-type: none"> • Partner and sub-contractor agreements (please include any that are not included in grant or continuation application) Cycle 7 Grantees only those that have a major role in overall or day-to-day management of program. • Documentation aligning afterschool program with school-day instruction (needs assessment, school principal-site coordinator meetings-dates, attendance lists, agenda, minutes evidence of access to school-day curriculum/lesson plans) • Documentation of collaboration between school and program (correspondence, meeting-dates, attendance lists, agenda, minutes) • Sample outreach materials 	<ol style="list-style-type: none"> 0. No evidence of implementation. 1. Program works with a set of partners that is appropriate to meet student/family needs. 2. Evidence of collaboration, and its extent, between the afterschool program leadership and the schools exists in supporting program documentation. 3. Evidence of collaboration, and its extent, between the afterschool program leadership and the program partners exists in supporting program documentation. 4. Partners are evaluated regularly to ensure they meet performance goals outlined in partner agreements. 	Comments: <ul style="list-style-type: none"> • Significant Area of Concern • Technical Assistance Recommendations • Innovation 	
			Grantee Comments <ul style="list-style-type: none"> • This is an area that we have improved in by forming better partnerships with the school, but overall have not had much partner evaluation in this area. I do not feel that we are at the best we can be in this area and will continue to work on it. This has been a challenge of being a program that is off campus. 	SVL Comments <ul style="list-style-type: none"> • Although there are not many partner agreements with collaborators, evidence exists that FC uses their relationships with existing community organizations as ‘drop-in’ support for learning.

PROGRAM

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: (count number of checks 1—4) Self/Grantee: 4	Rating: High, Medium, Low Need for TA TEA: Low
3b. Implement Activity Types to Meet Needs and Grant Requirements (CSF 1)	<ul style="list-style-type: none"> Center Service Delivery Plan (CSDP)/Center Project Plan (CPP) Activity Plans (Using ACE Activity and Lesson Templates or equivalent) Activity Observations - Direct and Records 	<ul style="list-style-type: none"> <input type="checkbox"/> Activities are supervised by qualified individuals at all times at a ratio of no more than 22 to 1. <input type="checkbox"/> Activities are scheduled for at least 45 minute periods during all open hours and are offered regularly and ongoing year-round. <input type="checkbox"/> Activities are based on age-appropriate, TEKS/school-day aligned, engaging, hands-on lessons for the students being served. (i.e., innovative and instructionally sound using lesson plan template). <input type="checkbox"/> Access to small-group instruction is designed to provide intervention and accelerated learning for students at risk of academic failure. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments <ul style="list-style-type: none"> FC Programs maintain a 10 student to 1 staff ratio. All activities meet the requirement and are aligned to the school day. Support is offered through many volunteer college-students, seniors and school day staff. 	SVL Comments <ul style="list-style-type: none"> Observations revealed a low staff to student ratio and lesson plans on file are high quality.

PROGRAM

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: 0 – 4 Self/Grantee: 3	Rating: High, Medium, Low Need for TA TEA: Low
3c. Implement Activity Types to Meet Needs and Grant Requirements	<ul style="list-style-type: none"> Center program schedule and activity locations Representative samples of attendance record-keeping ensuring that all confidential student information is confidential (SVL will access activity enrollment and attendance records via TX21st) ACE Safety Self-Assessment Transportation Plan 	<ol style="list-style-type: none"> No evidence of implementation. Program began providing services by the required start date and is offered on a consistent, weekly basis for the minimum weeks, days and hours required by the grant and articulated in the NOGA for the fall, spring, and summer term. Parental consent for students to participate in the program is documented. Evidence exists describing how program participants will travel safely to and from the Center and home (including those from feeder schools and adjunct sites). Each Center can document it expects to serve the amount of regular [unduplicated] students as required by the grant and articulated in the NOGA. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments <ul style="list-style-type: none"> Programs are offered on a consistent basis and meet and exceed the minimum requirements of TEA. All parents attend a parent orientation to complete enrollment and behavior contracts for their students. All 3 sites help working families by walking with students from the school to the center and there is a plan for each of them. FC sites have been able to meet and exceed the total number of students. 	SVL Comments <ul style="list-style-type: none"> TX21st data shows 2 of the 3 sites are very close to meeting their yearly student/adult count and 1 center has already exceeded their #'s. Safety plan reviewed as staff must walk their students from their campus to their community site. Best practices in place by both centers and campuses to ensure safety is their utmost priority.

PROGRAM

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: 0 – 4 Self/Grantee: 3	Rating: High, Medium, Low Need for TA TEA: Low
4. Develop Strategies for Recruiting Participants and Families (CSF 1 & 3)	<ul style="list-style-type: none"> Needs assessment for each campus served by a Texas ACE Program Documentation of intentional student recruitment planning (written plan; planning meeting-dates, attendance lists, agenda, minutes) Student recruitment materials Evidence of student voice/leadership Evidence of family voice/leadership 	<ol style="list-style-type: none"> No evidence of implementation. Campus needs assessment tied to activities in all areas of the Four-Component Activity Guide. Strategies are in place to identify and implement student assessments, student interventions, and personal graduation plans (for middle and high school students). Participant (student and family) surveys are conducted and analyzed; results are implemented. Participants (students and families) are leading/co-creating activities with Center leaders for the benefit of the program. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments <ul style="list-style-type: none"> The level of participation amongst students and families is high. We have been offering a variety of activities for parents that are targeted areas of interest and need. While we are doing well in this area, we are not fully at the point where parents are planning and leading many activities across the program sites. 	SVL Comments <ul style="list-style-type: none"> Interviews of both parents and students revealed a high level of interest, participation and gratitude for what is offered by the program. Participants were very emotional regarding how FC has 'saved their families' from various life challenges. High level of communication and involvement with families and coordinators.

PROGRAM

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: 0 – 4 Self/Grantee: 3	Rating: High, Medium, Low Need for TA TEA: Low
5a. Resource Your Program (Staffing and Partners) (CSF 1 & 4)	<ul style="list-style-type: none"> • Table of Contents from Policy and Procedures Handbook for Texas ACE Program • Documentation of center meetings with program teachers, parents, and students (meeting dates, attendance lists, agenda, minutes) • Project Plan (including communication activities) • Correspondence between grantee and center staff (meeting dates, attendance lists, agenda, minutes) • Documentation of information from TEA/Edvance shared with Center Staff 	<ol style="list-style-type: none"> 0. No evidence of implementation. 1. Each Center has a copy of the current grant and all amendments. 2. Each Center has a copy of the Grantee Project Plan. 3. Center Project Plan includes steps and dates to ensure regular communication about the program to appropriate key stakeholders. 4. Documentation suggests that grantee has a process for receiving and responding to stakeholder feedback. 	Comments: <ul style="list-style-type: none"> • Significant Area of Concern • Technical Assistance Recommendations • Innovation 	
			Grantee Comments <ul style="list-style-type: none"> • 	SVL Comments <ul style="list-style-type: none"> • No evidence provided to warrant a 4 rating

PROGRAM

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: (count number of checks 1—4) Self/Grantee: 3	Rating: High, Medium, Low Need for TA TEA: Low
5b. Resource Your Program (Staffing and Partners) (CSF 2 & 4)	<ul style="list-style-type: none"> • Table of Contents from Policy and Procedures Handbook for the Texas ACE program • Documentation of training and attendance • Job descriptions for Project Director, Site Coordinator and Family Engagement Specialist at a minimum • Staff roster with qualifications and activity assignments • Documentation of staff meetings and attendance • Staff observations - must be provided to attest to staff incorporation of training into practice 	<ul style="list-style-type: none"> <input type="checkbox"/> Project Director, Site Coordinator, and Family Engagement Specialist have job descriptions which document full-time grant implementation responsibility. <input type="checkbox"/> Documented process and contacts regarding the use of volunteers, including senior citizens, if applicable. <input type="checkbox"/> Staff trainings implemented by the Project Director, Site Coordinators and Family Engagement Specialist utilize information obtained from TEA sponsored trainings and annual conference <input type="checkbox"/> Staff incorporates training into practice. 	Comments: <ul style="list-style-type: none"> • Significant Area of Concern • Technical Assistance Recommendations • Innovation 	
			Grantee Comments Project team needs to develop a system to show how training information is shared and implemented.	SVL Comments <ul style="list-style-type: none"> •

DATA

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: 0 – 4 Self/Grantee: 3	Rating: High, Medium, Low Need for TA TEA: Low
6. Implement Processes for Data Collection and Reporting (CSF 2 & 3)	<ul style="list-style-type: none"> Written agreement with PEIMS coordinator (and any other school officials required to easily and regularly obtain student-level data) Process for data collection, entry, and review (TEASE & TX21st access kept up-to-date) Pre/Post assessments of student performance - required if offering tutorials (meetings with school staff, list of resources of assessment results, description of additional assessments used, etc.) ; required for #3 rating Surveys: School day staff, parents, students; required for #4 rating 	<ol style="list-style-type: none"> No evidence of implementation. Sharing of student data by school districts and building-level staff with designated program staff is established by written agreement or other documentation. Repeatable process exists for data collection, entry, and certification for both site coordinators and project director. Procedures (including regular meetings with school staff) used to obtain Pre/Post-Assessments of student academic performance are documented in writing. Survey and/or interview results indicate teachers, parents and/or students report increased sense of school involvement among students. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments <ul style="list-style-type: none"> We have been consistent in this area and work well with Austin ISD for student level data and tracking. Currently working with a new program evaluator who will develop a plan specific to FC programs and the impact of housing stability on mobility rates and student achievement. 	SVL Comments <ul style="list-style-type: none"> Surveys revealed a 'strong satisfaction' rate among parents regarding the results of their childrens' grades and education directly related to their experience in the learning centers.

FISCAL

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: (count number of checks 1–4) Self/Grantee: 4	Rating: High, Medium, Low Need for TA TEA: Low
7. Implement Processes for Sound Fiscal Management	<ul style="list-style-type: none"> • Program and Center Budgets • Documentation of Other Grant Resources (i.e., Schedule #4A—Program Abstract: Part 2: 21st CCLC Program Funding, center budget, resource allocation chart) • Timesheet and Time & Effort Log Samples (Approx. 5-10 samples of timesheets and logs to help describe process and outcome of documenting staff time. Names and other personal information should be redacted.) • Financial reports for Project Director review (i.e., T&E logs, end of month grant expenditures, draw down status) 	<ul style="list-style-type: none"> <input type="checkbox"/> Funds are appropriately budgeted, based on grant size and number of centers, for Project Director, Site Coordinator and Family Engagement Specialist attendance at required conferences and regional trainings and overall staff training. <input type="checkbox"/> Describes how other federal, state, and local funding sources are or will be combined or coordinated with the Texas ACE Program. <input type="checkbox"/> Timesheets and time and effort logs are used systematically and kept up-to-date. <input type="checkbox"/> Grantee has a process in place and access to examine financial reports for the program including center level budgets. 	Comments: <ul style="list-style-type: none"> • Significant Area of Concern • Technical Assistance Recommendations • Innovation 	
			Grantee Comments <ul style="list-style-type: none"> • 	SVL Comments <ul style="list-style-type: none"> • FC has a high level of Other Grant Resources to pull from that assist in leveraging funding. T&E reports on file.

QUALITY ASSURANCE

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: 0 – 4 Self/Grantee: 3	Rating: High, Medium, Low Need for TA TEA: Low
8. Integrate Quality Assurance Across the Program and Participate in Statewide Activities (CSF 4)	<ul style="list-style-type: none"> • Documented Internal Grantee Monitoring Process (can be in program manual/handbook, implementation procedures, annual plan, etc.) • Documentation of Grantee Compliance Visits to Centers • Progress reports (performance on goals and objectives) from internal monitoring • Evidence that Independent Evaluation is in progress (selected internal or external evaluator, evaluator contract, interim reports, evaluator progress notes, etc.) • Prior TA Reviews 	<p>0. No evidence of implementation.</p> <p>1. Grantee has a well-documented process in place for internal monitoring which includes desk and some on-site reviews of needs assessment information, CSDP, activity planning/scheduling, student sign-in sheets, staff rosters, timekeeping records, training records, and other program related data.</p> <p>2. Produces progress reports at regular intervals to share status toward goals with internal stakeholders (site coordinators, principals, executive director, partners, etc.).</p> <p>3. Produces documentation that Independent Evaluation is being conducted (i.e. selected evaluator, conducted preliminary meetings, interim reports, etc.).</p> <p>4. Produces progress reports at regular intervals to share performance standards status toward goals with stakeholders throughout the community. (Internal and External)</p>	Comments: <ul style="list-style-type: none"> • Significant Area of Concern • Technical Assistance Recommendations • Innovation 	
			Grantee Comments <ul style="list-style-type: none"> • 	SVL Comments <ul style="list-style-type: none"> • No evidence of shared information based on last years evaluation.

QUALITY ASSURANCE

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: 0 – 4 Self/Grantee: 3	Rating: High, Medium, Low Need for TA TEA: Low
9a. Develop Grantee Project and Center Project Plans to Implement the Grant	<ul style="list-style-type: none"> • Grantee Project Plan • Meeting agenda documenting team meetings where Project Plan for the Grantee and each Center is discussed, updated, etc. (needed for #4) 	<ol style="list-style-type: none"> 0. No evidence of implementation. 1. Describes the grant implementation steps for next fiscal year (one-year) with alignment to grant guidelines and requirements. 2. The Grantee Project Plan was developed with key grant implementation leaders (Site Coordinators, etc.) and the plan authentically describes steps that, when complete, will ensure the alignment to the Critical Success Factors and TEA's objectives. Plan includes dates and summary descriptions for regular meetings, outreach, training events, site observations, etc. 3. Project Director and fiscal agent leadership have reviewed and approved the Project Plan. 4. Process in place to check the implementation of the Project Plan monthly or semi-monthly with Project Director and key grant implementation leaders (i.e., Site Coordinators, etc.). 	Comments: <ul style="list-style-type: none"> • Significant Area of Concern • Technical Assistance Recommendations • Innovation 	
			Grantee Comments <ul style="list-style-type: none"> • 	SVL Comments <ul style="list-style-type: none"> • Timeline and document review and checklist reveal ongoing and consistent implementation check-ins with PD and SC's.

QUALITY ASSURANCE

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: 0 – 4 Self/Grantee: 3	Rating: High, Medium, Low Need for TA TEA: Low
9b. Develop Grantee Project and Center Project Plans to Implement the Grant (CSF 1)	<ul style="list-style-type: none"> • *Center Project Plan (CPP) for each center with four components addressed at each center • Center program schedule and activity locations (include staff or volunteers assigned to deliver activity) • Activity Plans (Using ACE Activity and Lesson Templates, or equivalent) • Activity enrollment and attendance records • Center supply lists 	<ol style="list-style-type: none"> 0. No evidence of implementation. 1. CPP exists for each Center and its creation was led by Site Coordinator; CPP is updated at least annually. 2. CPP describes how activities: <ol style="list-style-type: none"> a. respond to student and community needs related to the Four Component Activity Guide b. support the Campus Improvement Plan (if one exists) c. relate to improving student academic achievement d. are supported by scientific research (when appropriate) e. are aligned to state standards 3. CPP describes adequate resourcing of activities, including staffing, funding, and scheduling. 4. Documented process in place by Project Director to ensure CPP is created in a timely and thorough manner annually. 	Comments: <ul style="list-style-type: none"> • Significant Area of Concern • Technical Assistance Recommendations • Innovation 	
			Grantee Comments <ul style="list-style-type: none"> • Project Plans for Year 5 were due at a better time than in previous years so that PDs could better review end of the year data and evaluation reports before preparing for the year ahead. 	SVL Comments <ul style="list-style-type: none"> •

*Center Project Plan (CPP) is a component of the overall Grant Project Plan.

QUALITY ASSURANCE

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Rating: (count number of checks 1—4) Self/Grantee: 4	Rating: High, Medium, Low Need for TA TEA: Low
10. Regularly Review and Manage Grantee and Center Project Plans	<ul style="list-style-type: none"> Preliminary description of sustainability planning (in continuation application minutes of Task Force Meeting, budget, etc.) Documentation of Other Grant Resources (i.e., Schedule #4A—Program Abstract: Part 2: Texas ACE Program Funding, center budget, resource allocation chart) 	<ul style="list-style-type: none"> <input type="checkbox"/> Planning: Set objectives, defined tasks and assigned responsibilities. <input type="checkbox"/> Resourcing: Set schedules, set budget, assessed risks, hired staff, and conducted training. <input type="checkbox"/> Implementing / Managing: Status reports and assesses program quality on ongoing basis. Maintains TX21st database to reflect program operations. Communicates with staff, stakeholders, community, and district. Apply changes as necessary. Complies with TEA requirements and deadlines. <input type="checkbox"/> Enduring: The program incorporates external/non-21st CCLC funding to deliver services for students and families. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments <ul style="list-style-type: none"> FC incorporates high levels of funding from other resources, private donors, organizations and other streams that allow us to provide a variety of continuing programs to parents, students and adults. 	SVL Comments <ul style="list-style-type: none"> Grantee interviews reveal the intention of continuing the learning centers regardless of 21st CCLC funding stream based on external funding developed throughout the service period.

Blueprint Task	TEA Assessment (High, Medium, Low)	TA/Training Needed	Action Plan	Expected Implementation Date
1. Conduct Community and Campus Needs Assessments	Low		Needs assessments have been conducted and mostly completed during summer 2013.	By September 2013; ongoing throughout school year
2a. Communication, Outreach & Community Involvement	Low		Document actions taken to improve program based on school community feedback	
2b. Communication, Outreach & Community Involvement	Low			
3a. Implement Activity Types to Meet Needs and Grant Requirements	Low		Plan and implement program activity offerings.	By start of Year 5 Sept 2013
3b. Implement Activity Types to Meet Needs and Grant Requirements.	Low			
3c. Implement Activity Types to Meet Needs and Grant Requirements.	Low			
4. Develop strategies for recruiting participants. (Students and Families)	Low		Facilitate participant leadership/co-creation of activities with Center leaders for the benefit of the program	By mid- August 2013
5a. Resource Your Program (Staffing and Partners)	Low		New program staff attend CTAN Afterschool 101 training, new staff FC youth Program Orientation	September 2013- All new staff oriented by October 2013
5b. Resource Your Program (Staffing and Partners)	Low			

Blueprint Task	TEA Assessment (High, Medium, Low)	TA/Training Needed	Action Plan	Expected Implementation Date
6. Implement Processes for Data Collection and Reporting	Low		Agreement with Austin ISD and training on My Texas 21 st for new site coordinators	Completed by end of August 2013
7. Implement Processes for Sound Fiscal Management	Low			
8. Integrate Quality Assurance Across the Program and Participate in Statewide Activities	Low		Produce progress reports at regular intervals to share performance standards status toward goals with internal and external stakeholders throughout the community	PD to provide quarterly to Site Coordinators ongoing throughout year.
9a. Develop Grantee Project and Center Project Plans to Implement the Grant	Low		Developed and submitted with input of stakeholders	September 2013
9b. Develop Grantee Project and Center Project Plans to Implement the Grant	Low			
10. Regularly Review and Manage Grantee and Center Project Plans	Low		PD and Site Coordinators review on a regular basis throughout the year	Ongoing
Overall Rating	Low			

General Comments: Site visits and interviews with staff and parents revealed a very ‘heartfelt’ emotional community that relies heavily on the services of the learning centers for so much assistance in their daily lives. Interview candidates stated how much they and others give back to the youth and parents of their centers because they care so much and see the great need and incredible differences their time and services are making to the whole family. Foundation Communities is committed to continuing their learning center programs through grassroots fundraising and generous donations from philanthropic foundations within the community. Whereby the learning centers may not have many collaborative ‘agreements’ with vendors, they do incorporate the community organizations through ‘drop-in’ and volunteer visits throughout their centers on a regular basis.

***Action plan comments entered by grantee**



Foundation Communities

Texas 21st Century Community Learning Centers' ACE PRIME Assessment

The ACE PRIME Assessment is used to guide the grantee review process. It consists of several elements:

- Blueprint Task– Category of grantee responsibility for implementing grant; based on grant requirements and best-practices. Red bold **CSF** indicates when a task is related to TEA's critical success model. You can find the model on MyTexasACE.org at <http://mytexasace.org/mod/forum/discuss.php?d=49>.
- Review Supporting Documentation – Listing of documents that should be used to support evidence of implementation and rating on implementation indicators. Some of the documentation is required to be in site visit binder and other documents are listed to provide ideas for additional documents that you need to substantiate your rating. The list is not exhaustive and grantees may produce other documents to support the implementation rating. Documents in **bold type** are required and are listed in Required Documents Table of the ACE Site Visit Protocol. Documents in **bold blue type** are required and have been referenced prior in the document in another category.
- Implementation Indicators – Characteristics of the successful implementation of the task congruent with TEA grant requirements and best practices.
- Ratings – Self/Grantee Assessment and TAC – Ratings (0-4) are typically intended to be cumulative. For example, if you rate your performance at a level three, you must also demonstrate that you have completed levels 0, 1, and 2. In the cases of Tasks 4, 10, 11 and 15, the ratings are not cumulative and the grantee and TAC will each select the applicable indicators and then add the number of check boxes to rate the category.
- Comments – Comments can be added by both grantee and TAC. Comments are not required for each task. Please use the comment field to clarify a rating; suggest a technical assistance activity or resource to support the grantee in program enhancement; or document a significant innovation for potential future use (i.e., in spotlight articles, conference presentations, peer pods).
- General Comments – this field at the end of each category can be used to highlight any significant areas of concern (i.e., no programming started, financial irregularities, etc), provide general guidance/feedback to the grantee for any other issues not addressed within the blueprint tasks. Both Grantee and TAC are welcome to use this section to add comments.

PLANNING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (0—4) Self/Grantee: <u>3</u> TAC: <u>4</u>	
1. Campus Needs Assessment (CSF 2)	<ul style="list-style-type: none"> Campus needs assessment for each campus served by a 21st CCLC center Documented process in place to conduct campus needs assessment annually or semi-annually Documents used to gather information about campus(es) such as surveys, interview records, meeting minutes and attendance rosters Internal monitoring process describes Project Director reviewing each campus needs assessment and providing guidance when necessary Inventory of existing services available from school programs Campus Improvement Plan (if one exists) 	<ol style="list-style-type: none"> No evidence of implementation. Site Coordinators can demonstrate that data is gathered from a variety of sources including students (when appropriate), parents, teachers, school/district administrators, businesses, and community organizations; relying on published information (i.e., community surveys, internal monitoring data) whenever possible. Data is gathered systematically using a variety of methods (i.e., surveys, interviews, meetings) as appropriate. Needs have been analyzed and specific gaps between existing and needed services identified. Needs information synthesized into coherent statement of the need for the program at the site. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments	TAC Comments Synthesized needs info on first page of CSDP for each center. (great job!)

PLANNING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (0—4) Self/Grantee: <u>2</u> TAC: <u>2</u>	
2. Annual Operation Plan (AOP)	<ul style="list-style-type: none"> Annual Operation Plan or Annual Project Plan Meeting agenda documenting team meetings where AOP is discussed, updated, etc. (needed for #4) 	<ol style="list-style-type: none"> No evidence of implementation. Describes the grant implementation steps (i.e., project plan) for next fiscal year (one-year) aligned with strategic plan. The AOP or project plan was developed with key grant implementation leaders (site coordinators, etc.) and the plan authentically describes steps that, when complete, will ensure the implementation of the strategic plan. Plan includes dates and summary descriptions for regular meetings, outreach, training events, site observations, etc. Project director and fiscal agent leadership have reviewed and approved the AOP. Process in place to check the implementation of the AOP monthly or semi-monthly with project director and key grant implementation leaders (i.e., site coordinators, sub-set of Task Force members). 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments Development of the AOP have continued in Year 2 with contribution of Site Coordinators and Directors of Education between the two organizations. Continued implementation of the AOP will focus on regular scheduled meetings to review and discuss timeline of project and goals/outcomes met.	TAC Comments

PLANNING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (0—4) Self/Grantee: <u>3</u> TAC: <u>3</u>	
3. Center Service Delivery Plan (CSDP) (CSF 1)	<ul style="list-style-type: none"> Center Service Delivery Plan (CSDP) for each center with 4 components addressed at each center Center program schedule and activity locations (include staff or volunteers assigned to deliver activity) Activity Plans (Using ACE Activity and Lesson Templates) Activity enrollment and attendance records Center supply lists 	<ol style="list-style-type: none"> No evidence of implementation. CSDP exists for each Center and its creation was lead by site coordinator; CSDP is updated at least annually. CSDP describes how activities: <ol style="list-style-type: none"> respond to student and community needs related to the four-component activity guide support the Campus Improvement Plan (if one exists) relate to improving student academic achievement are supported by scientific research (when appropriate) are aligned to state standards CSDP describes adequate resourcing of activities, including staffing, funding, and scheduling. Documented process in place by project director to ensure CDSP is created in a timely and thorough manner annually. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments	TAC Comments The AOP would be a good place to include documentation for #4.

PLANNING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (count number of checks 1—4) Self/Grantee: <u>4</u> TAC: <u>4*</u>	
4. Fiscal Planning & Budget	<ul style="list-style-type: none"> • Program and Center Budgets • Documentation of Other Grant Resources (i.e., Schedule #4A—Program Abstract: Part 2: 21st CCLC Program Funding, center budget, resource allocation chart) • Timesheet and Time & Effort Log Samples (Approx 5-10 samples of timesheets and logs to help describe process and outcome of documenting staff time. Names and other personal information should be redacted.) • Financial reports for Project Director review (i.e., T&E logs, end of month grant expenditures, draw down status) 	<p>X Funds are appropriately budgeted, based on grant size and number of centers, for Project Director and Site Coordinator attendance at required conferences and regional trainings.</p> <p>X Describes how other federal, state, and local funding sources are or will be combined or coordinated with the 21st CCLC program.</p> <p>X Timesheets and time and effort logs are used systematically and kept up-to-date.</p> <p>X Grantee has a process in place and access to examine financial reports for the program including center level budgets.</p>	<p>Comments:</p> <ul style="list-style-type: none"> • Significant Area of Concern • Technical Assistance Recommendations • Innovation 	
			Grantee Comments	TAC Comments
				Make sure funding source descriptions are included in % breakdown.

Planning Summary Comments: (if needed)

Blueprint: Planning Task	Score / Possible/ Final			TA/Training Needed	Action Plan	Expected Implementation Date
1. Campus Needs Assessment	4	4	100%			
2. Annual Operation Plan	2	4	50%	Email/phone follow up.	Fiscal agent leadership reviews and approves AOP.	By Feb. 1, 2011
3. Center Service Delivery Plan	3	4	75%	Email/phone follow up.	Document process for ensuring timely/thorough creation of CDSPs in AOP.	By Feb. 1, 2011
4. Fiscal Planning & Budget	4	4	100%	n/a	Include funding source descriptions on T&E forms	By Oct. 29, 2010
Average			%			

RESOURCING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (0—4) Self/Grantee: <u>3</u> TAC: <u>4</u>	
5. Program Communication (CSF 1 & 4)	<ul style="list-style-type: none"> Table of Contents from Policy and Procedures Handbook for 21st CCLC/Texas ACE Program Documentation of center meetings with program teachers, parents, and students (meeting dates, attendance lists, agenda, minutes) Annual Operating Plan/ Project Plan (including communication activities) Correspondence between grantee and center staff (meeting dates, attendance lists, agenda, minutes) Documentation of information from TEA/Edvance shared with Center Staff 	<ol style="list-style-type: none"> No evidence of implementation. Each Center has a copy of the current grant and all amendments. Each Center has a copy of the Strategic Plan and Annual Operation Plan. Annual Operating Plan/ Project Plan includes steps and dates to ensure regular communication about the program to appropriate key stakeholders. Documentation suggests that grantee has a process for receiving and responding to stakeholder feedback. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments	TAC Comments Documentation includes school and community surveys, and schedules reflect that feedback was used to determine activities and services offered.

RESOURCING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (0—4) Self/Grantee: <u>1</u> TAC: <u>1</u>	
6. After-School Community Task Force	<ul style="list-style-type: none"> Roster of Community Task Force Members and their affiliations Community Task Force recruitment notices Documentation of Community Task Force Meetings (meeting dates, attendance lists, agenda, minutes) Documentation of Task Force involvement in program promotion (correspondence, participation in meetings in the community, cross-promotion with the organizations with which members have an affiliation) 	<ol style="list-style-type: none"> No evidence of implementation. Task Force membership is reflective of the community served. Active participation of members in strategic planning process. Consistent and regular presence of members in meetings and activities. Active participation of members with program development and expansion. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments Worked with Austin ISD and CTAN to become part of the Community Task Force for the Central Texas Area. Would like to discuss the development of task force to further represent FC?	TAC Comments CTAN may represent a better task force for the “larger picture.” Per our discussion, it would be better for Foundation Communities to develop a separate CTF that specifically focuses on its grant/programs.

RESOURCING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (0—4) Self/Grantee: <u>3</u> TAC: <u>3</u>	
7. Partnership Development (CSF 2)	<ul style="list-style-type: none"> Partner and significant sub-contractor agreements (please include any that are not included in grant or continuation application) Documentation aligning afterschool program with school-day instruction (needs assessment, school principal-site coordinator meetings-dates, attendance lists, agenda, minutes evidence of access to school-day curriculum/lesson plans) Documentation of collaboration between school and program (correspondence, meeting-dates, attendance lists, agenda, minutes) Sample outreach materials 	<ol style="list-style-type: none"> No evidence of implementation. Program works with a set of partners that is appropriate to meet student/family needs. Evidence of collaboration, and its extent, between the afterschool program leadership and the schools exists in supporting program documentation. Evidence of collaboration, and its extent, between the afterschool program leadership and the program partners exists in supporting program documentation. Partners are evaluated regularly to ensure they meet performance goals outlined in partner agreements. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments Current partnership with Heart House organization that provides after school programming at 2 of our 21st Century sites.	TAC Comments With Heart House providing 2/3 of the services under this grant, their absence in the interview process was a bit disconcerting. However, this was my oversight in reviewing the agenda prior to the visit as well, and I recall interacting with Heart House staff during the ACE orientation.

RESOURCING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (0—4) Self/Grantee: <u>3</u> TAC: <u>3</u>	
8. School Community* Involvement (CSF 2)	<ul style="list-style-type: none"> Documentation of school and community involvement (correspondence, outreach materials posted and distributed, participation in meetings in the community—dates, attendance lists, agenda, minutes) Annual Operation Plan (for reference) Sample outreach materials 	<ol style="list-style-type: none"> No evidence of implementation. Process exists for ongoing communication and coordination with the school community, including teachers, principal, other key school staff, parents, etc. Systematic steps exist for ongoing communication and coordination with the school and community and they are documented in Annual Operation Plan. Regularly scheduled meetings are held to address school and school community issues and concerns. Documented actions taken to improve program based on school community feedback. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments	TAC Comments

* “School community” focuses on stakeholders involved with the campus including students, teachers, parents, administrators, volunteers, etc.

RESOURCING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (0—4) Self/Grantee: <u>3</u> TAC: <u>3</u>	
9. Student and Family Involvement (CSF 1 & 3)	<ul style="list-style-type: none"> Needs assessment for each campus served by a 21st CCLC center Documentation of Student Recruitment Planning (written plan; planning meeting-dates, attendance lists, agenda, minutes) Student recruitment materials Evidence of student voice/leadership Evidence of family voice/leadership 	<ol style="list-style-type: none"> No evidence of implementation. Campus needs assessment tied to activities in all areas of the Four-Component Activity Guide. Strategies are in place to identify and implement student assessments, student interventions, and personal graduation plans (for middle and high school students). Participant (student and family) surveys are conducted and analyzed; results are implemented. Participants (students and families) are leading/co-creating activities with site leaders for the benefit of the program. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments	TAC Comments

Resourcing Summary Comments (if needed):

Blueprint: Resourcing Task	Score / Possible/ Final			TA/Training Needed	Action Plan	Expected Implementation Date
5. Program Communication	4	4	100%			
6. After-School Community Task Force	1	4	25%	Email/phone follow up	Develop CTF focused specifically on Foundation Communities' ACE program.	Ongoing in Yr 2, w/ CTF in place by Feb. 1, 2011
7. Partnership Development	3	4	75%	Email/phone follow up	Develop and implement a system for partner evaluation. Conduct at least two partner evaluations (preferably one before end of Fall 2010 semester).	Nov. 19, 2010 - By April 1, 2011
8. School Community Involvement	3	4	75%	Email/phone follow up	Document actions taken to improve program based on school community feedback (e.g., surveys, periodic reports, etc.).	Ongoing
9. Student and Family Involvement	3	4	75%	Email/phone follow up	Exercise student/parent voice and involvement in program development (e.g., CTF, consensus workshops, peer leadership, etc.)	Ongoing
Average			%			

IMPLEMENTING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (<u>count number of checks 1—4</u>)	
			Self/Grantee: <u>3</u>	TAC: <u>3</u>
10. Staffing & Training (CSF 2 & 4)	<ul style="list-style-type: none"> Table of Contents from Policy and Procedures Handbook for the 21st CCLC/Texas ACE program Documentation of Training and Attendance Job Descriptions for Project Director and Site Coordinator at minimum Staff roster with qualifications and activity assignments Documentation of Staff Meetings and Attendance Staff Observations - Direct and Records (must be provided to attest to staff incorporation of training into practice) 	<p>X Project Director and Site Coordinator have job descriptions which document full-time grant implementation responsibility.</p> <p>X Documented process and contacts regarding the use of volunteers, particularly senior citizens, if applicable.</p> <p>X Project Director and Site Coordinators participate in TEA sponsored training and then annual conference and bring information back to train staff.</p> <p><input type="checkbox"/> Staff incorporates training into practice.</p>	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments Project team needs to document how they incorporate information received from TEA training to program staff.	TAC Comments Grantee has a strong staff (several instructors have been with program for years) and a prof. development component. In agreement with grantee's comment, the main missing component is incorporation of info received from TEA conferences, webinars, etc., into front-line prof. development (e.g., MyTexasACE resources, ToP facilitation, project-based learning, etc.)

IMPLEMENTING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (count number of checks 1—4) Self/Grantee: <u> 3 </u> TAC: <u> 4 </u>	
11. Activities (CSF 1)	<ul style="list-style-type: none"> • CSDP • Activity Plans (Using ACE Activity and Lesson Templates) • Activity Observations - Direct and Records 	<ul style="list-style-type: none"> ✓ Activities are supervised by qualified individuals at all times at a ratio of no more than 22 to 1. ✓ Activities are scheduled for at least 45 minute periods during all open hours and are offered regularly and ongoing year-round. ✓ Activities are based on age-appropriate, TAKS/school-day aligned, engaging, hands-on lessons for the students being served. (i.e., innovative and instructionally sound using lesson plan template). ✓ Access to small-group instruction is designed to provide intervention and accelerated learning for students at risk of academic failure. 	Comments: <ul style="list-style-type: none"> • Significant Area of Concern • Technical Assistance Recommendations • Innovation 	
			Grantee Comments	TAC Comments Evidence of all four indicators via interviews and observation. Students facing academic challenges are channeled into small group study sessions to accelerate learning.

IMPLEMENTING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (0—4) Self/Grantee: <u> 3 </u> TAC: <u> 4 </u>	
12. Logistics	<ul style="list-style-type: none"> Center program schedule and activity locations Representative samples of attendance record-keeping ensuring that all confidential student information is hidden (TAC will access Activity enrollment and attendance records via TX21st) Transportation Plan 	<ol style="list-style-type: none"> No evidence of implementation. Program began providing services by the required start date and is offered on a consistent, weekly basis for the minimum days and hours required by the grant and articulated in the NOGA for the fall, spring & summer term. Parental consent for students to participate in the program is documented. Evidence exists describing how program participants will travel safely to and from the Center and home (including those from feeder and adjunct sites). Each Center can document it expects to serve the amount of regular unduplicated students as required by the grant and articulated in the NOGA. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments	TAC Comments Centers are already meeting or close to meeting their unduplicated student numbers. Frequency of activities and daily attendance numbers suggest that centers will reach targeted numbers of regular students.

Implementing Summary Comments (if needed):

Blueprint: Implementing Task	Score / Possible/ Final			TA/Training Needed	Action Plan	Expected Implementation Date
10. Staffing & Training	3	4	75%	Email/phone follow up	Document how info received from TEA trainings is transferred to and implemented by program staff (e.g., agendas, minutes, observations, etc.).	Ongoing
11. Activities	4	4	100%			
12. Logistics	4	4	100%			
Average			%			

MANAGING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (0—4) Self/Grantee: <u>2</u> TAC: <u>2</u>	
13. Participant Data Collection (CSF 2 & 3)	<ul style="list-style-type: none"> Written agreement with PEIMS coordinator (and any other school officials required to easily and regularly obtain student-level data) Process for data collection, entry, and review (TEASE & TX21st access kept up-to-date) Pre/Post assessments of student performance (meetings with school staff, list of resources of assessment results, description of additional assessments used, etc.) ; required for #3 rating Surveys: School day staff, parents, students; required for #4 rating 	<ol style="list-style-type: none"> No evidence of implementation. Sharing of student data by school districts and building-level staff with designated program staff is established by written agreement or other documentation. Repeatable process exists for data collection, entry, and certification for both site coordinators and project director. Procedures (including regular meetings with school staff) used to obtain Pre/Post-Assessments of student academic performance are documented in writing. Survey and/or interview results indicate teachers, parents and/or students report increased sense of school involvement among students. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments Site Coordinators will ensure that they attend school staff meetings, as well as PTA and CAC meetings to keep teachers and other school administration up to date on 21st C Program plans; including distributing and collecting teacher feedback regularly.	TAC Comments

MANAGING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (0—4) Self/Grantee: <u>3</u> TAC: <u>3</u>	
14. Program Effectiveness (CSF 4)	<ul style="list-style-type: none"> Documented Internal Grantee Monitoring Process (can be in program manual/handbook, implementation procedures, annual plan, etc.) Documentation of Grantee Compliance Visits to Centers Progress reports (performance on goals and objectives) from internal monitoring Prior TA Reviews 	<ol style="list-style-type: none"> No evidence of implementation. Grantee has a well-documented process in place for internal monitoring which includes desk and some on-site reviews of needs assessment information, CSDP, activity planning/scheduling, student sign-in sheets, staff rosters, timekeeping records, training records, and other program related data. Produces progress reports at regular intervals to share status toward goals with internal stakeholders (site coordinators, principals, executive director, partners, etc.) Can produce documentation that programs have been revised based on impact on campuses served, including data related to attendance, achievement, behavior, dropout rates, and graduation rates. Shares results as measured by performance standards with stakeholders throughout the community. 	Comments: <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments	TAC Comments As a 6.1 Newbie, evaluation and revision of programs may be a premature expectation at this point. CTF, once developed, would be ideal body of representative stakeholders with which to share results, in addition to schools, families, funders, etc.

Managing Summary Comments (if needed):

Blueprint: Managing Task	Score / Possible/ Final			TA/Training Needed	Action Plan	Expected Implementation Date
13. Participant Data Collection	2	4	50%	Email/phone follow up	Follow through with plan of action in “Grantee Comments” for this section	Ongoing
14. Program Effectiveness	3	4	75%	Email/phone follow up	Share results as measured by performance standards with stakeholders throughout the community.	July/August 2011
Average			%			

ENDURING

Blueprint Task	Review Supporting Documentation	Implementation Indicators	Ratings (count number of checks 1—4) Self/Grantee: <u>4</u> TAC: <u>4</u>	
15.Planning for Sustainability: Creating an Enduring Program	<ul style="list-style-type: none"> Preliminary description of sustainability planning (in continuation application minutes of Task Force Meeting, budget, etc.) Documentation of Other Grant Resources (i.e., Schedule #4A—Program Abstract: Part 2: 21st CCLC Program Funding, center budget, resource allocation chart) 	<p>X A preliminary plan describes how program will continue beyond grant funding.</p> <p>X The 5-year strategic plan addresses sustainability issues and these are documented in conversation and in the resource development section of the plan.</p> <p>X A plan exists which shows combined sources of funding to support the afterschool program.</p> <p>X The program is already incorporating external/non-21st CCLC funding to deliver services for students and families.</p>	<p>Comments:</p> <ul style="list-style-type: none"> Significant Area of Concern Technical Assistance Recommendations Innovation 	
			Grantee Comments	<p>TAC Comments</p> <p>Sufficient evidence to support a solid funding base from outside agencies and the potential for Foundation Communities to sustain program after 21st CCLC funding ends. 21st CCLC funding constitutes less than 1/3 of the total project amount, indicating that buy-in from alternative funding sources already exists. A great example of feasible sustainability!</p>

Section 0645

Program Staff Positions and Time



Section 0645

Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Learning Center Coordinator	3.0
Pre-literacy Program Coordinator	1.0
Youth Program Assistant (part-time)	17.0
St Elmo Neighborhood Coordinator	1.0
Director of Education	.5
Grants and Contracts Administrator	.25
Deputy Executive Director	.25
TOTAL FTEs =	23.0

Staff Bios



Staff Bios:

The activities lined out in this proposal will be carried out by the following staff:

Walter Moreau, Executive Director – oversees asset management and provides overall organizational leadership. For new developments, oversees and assists with project development and financing. He has 20 years of housing development experience.

Julian Huerta, Deputy Executive Director – develops and directs all educational and asset-building programs that assist families residing in FC housing communities. Julian has over 20 years of social services provision experience.

Ann Clift, CFO-performs oversight for financials. She is a CPA and oversees the administrative arm of our work. During the last ten years her accounting expertise has been essential in keeping track of the complex layering of program funds that make our work possible.

Jon Artz, Grants Administrator- responsible for contract compliance, reporting communication with funders, expenditure tracking, and acting as a liaison between accounting department and program staff.

Marisela Montoya, Director of Education graduated from the University of Texas with a degree in Psychology. For 20 years, she has worked overseeing and implementing programs for economically-disadvantaged youth and adults, including 8 years with Austin ISD as a project director and program specialist (Community Education; At Risk Youth Programs; afterschool, teen, and adult education programs). She has been with Foundation Communities for 12 years, first as Learning Center Coordinator, and now as Director of Education.

Learning Center Coordinators are responsible for assessing the needs of the residents to determine programming and develop educational opportunities for both youth and adults on-site based on residents' needs and interests. The Learning Center Coordinator also identifies and establishes partnerships with other community-based groups to bring educational, financial, health and other services to residents of the property and the surrounding neighborhood. The Coordinator is responsible for managing client data and reporting it to the Director of Education.

Nanette Lukasik, St. Elmo Neighborhood Project Director Nanette Lukasik, St. Elmo Neighborhood Project Director for Foundation Communities, graduated from St. Edward's University with a degree in Social Work. Through her work with local non-profit organizations and Austin ISD, Lukasik has been serving Central Texas students and families since 1996. Prior to her work at Foundation Communities, Nanette created multi-year models for college and career readiness through her work with Austin's GEAR UP Impacting Lives program, Breakthrough Austin, and KIPP through College. Additionally, Lukasik has extensive public speaking/facilitation skills as a trainer/facilitator for Seedling's Promise Mentoring Program, AVANCE Austin Healthy Marriages Program, and Austin Stress Clinic's Battering Intervention and Prevention Program.

Vincent Tovar, Pre Literacy Instructor, St. Elmo Neighborhood He graduated from the University of Texas at Austin with a degree in Applied Learning and Development. He is a Texas Certified Early Childhood - 5th Grade Teacher who has taught youth ages 22 months - 22 years old.

Section 0650

Program Budget Narrative



Section 0650 Program Budget and Narrative

Program Budget

Applicant must input all proposed budget line items per the applicable Life Continuum categories.

- **ALL LINE ITEM AMOUNTS MUST BE WHOLE DOLLARS ONLY.**
- The dollar amount requested in your Application's Program Budget and Narrative must reflect a twelve (12) month amount of funding.
- The dollar amount requested in your Application's Program Budget and Narrative must be budgeted under one or more of the Life Continuum categories (Early Childhood, Youth, Adults & Families, Seniors & Persons with Disabilities).
- The Personnel line item includes Salaries plus Benefits (combined).
- General Operating Expenses: Include for this line item all operating expenses which are NOT included in any other line item). Examples are any Travel/ Training/ Conferences WITHIN Travis County, Insurance/Bonding, Audit expenses, equipment costing \$5,000 or less, general office supplies, rent; utilities, telecommunications, postage, etc.
- Consultants/Contractuals: Applicants shall combine all proposed amounts into one line item, but shall provide separate details for each relevant item in the Program Subcontractors form. Only consultant/contractual expenses for direct client services are to be included here; other consultant/contractual services should be included in General Operating Expenses.
- Direct Assistance to Clients includes rent, mortgage, utilities, or transportation costs, etc.
- "Amount Funded by ALL OTHER Sources" is the balance of funding from all sources other than the City of Austin.
- "Total Budget" is the sum of all funding sources, which is the entire cost of the program.
- Calculate and check all subtotals and totals, including the percentages by funding source at the bottom, and ensure all line item amounts, subtotals, and totals are in **WHOLE DOLLARS**.

Section 0650
Program Budget and Narrative

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL						
1. Salaries plus Benefits	30,000	140,000			768,439	938,439
A. Subtotals: PERSONNEL	30,000	140,000			768,439	938,439
OPERATING EXPENSES						
2. General Operating Expenses	5,000	25,000			109,010	139,010
3. Consultants/ Contractuals					5,000	5,000
4. Staff Travel - <u>Out of Travis County</u>					3,000	3,000
5. Conferences/Seminars - <u>Out of Travis County</u>					1,200	1,200
B. Subtotals: OPERATING EXPENSES	5,000	25,000			118,210	148,210
DIRECT ASSISTANCE for PROGRAM CLIENTS						
6. Food/Beverage for Clients					2,400	2,400
7. Financial Assistance for Clients						
8. Other (<i>specify</i>)						
C. Subtotals: DIRECT ASSISTANCE					2,400	2,400
CAPITAL OUTLAY (with per Unit Cost <u>over \$5,000/unit</u>)						
9. Capital Outlay						
D. Subtotals: CAPITAL OUTLAY						0
TOTALS						
GRAND TOTALS (A + B + C + D)	35,000	165,000	0	0	889,049	1,089,049
PERCENT SHARE of Total for Funding Sources:	3%	15%	0%	0%	82%	100%

Section 0650 Program Budget and Narrative

SUBCONTRACTOR #1		
Name of Subcontractor	Creative Action	
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date: 06/15/ 2016 End date: 07/29/2016	
Services to be Subcontracted	Creative Action will provide fine arts and literacy enrichment classes to youth grades K-5 th grade at M Station's Community Learning Center. Students will learn creative arts skills, building self-confidence, and exploring critical life skills and age-appropriate social issues. Workshops may include puppetry, painting, music, or other creative arts skills related to their unique afterschool projects.	
Number of Clients to be Served (<i>if applicable</i>)	45	
Dollar Amounts by Funding Source: \$2000		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$ 2000	<u>TOTAL</u> \$ 2000

SUBCONTRACTOR #2		
Name of Subcontractor	Latinitas	
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date: 11/2/2015 End date: 12/11/2015	
Services to be Subcontracted	Latinitas empowers young Latinas through media and technology. Latinitas Magazine will provide media enrichment programs and workshops to help girls learn how to build confidence and discover their voice.	
Number of Clients to be Served (<i>if applicable</i>)	50	
Dollar Amounts by Funding Source: \$2000		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$ 2000	<u>TOTAL</u> \$ 2000

SUBCONTRACTOR #3		
Name of Subcontractor	Inner City Outings	
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date: 06/15/ 2016 End date: 07/29/2016	
Services to be Subcontracted	Inner City Outings (ICO) is the Sierra Club's community outreach program which provides underserved youth (and adults) the opportunity to explore, enjoy, and protect the natural world. ICO will provide volunteers and adult mentors for educational and environmental based field trips.	
Number of Clients to be Served (<i>if applicable</i>)	60	
Dollar Amounts by Funding Source: \$1000		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$ 1000	<u>TOTAL</u> \$ 1000

Section 0650

Program Budget and Narrative

Program Budget Narrative

Add details to describe the proposed City expenses from your Program Budget form. Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	Each location will be staffed with a fulltime program coordinator, along with qualified part-time program assistants to maintain a ratio of at least 1 paid staff person for every 10 students. Fulltime staff receive health insurance, long-term disability insurance and retirement benefits paid 100% by FC
OPERATING EXPENSES	
2. General Operating Expenses	Includes general program supplies, curriculum and facility costs (utilities, telecommunications, custodial).
3. Consultants/ Contractuals	
4. Staff Travel - <u>OUT of Travis County</u>	
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	
DIRECT ASSISTANCE	
6. Food/Beverage for Clients	
7. Financial Assistance for Clients	
8. Other Direct Assistance (must specify)	
CAPITAL OUTLAY	
9. <u>Capital Outlay</u> (must specify)	

Section 0655

Program Funding Summary



Section 0655

Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$200,000
FC Rental Income	N/A	10/01/2015	09/30/2016	\$240,000
FUNDING AMOUNT TOTAL:				\$440,000